



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Agl Loy Yang Pty Ltd
(AG2025/1167)

AGL LOY YANG ENTERPRISE AGREEMENT 2025

Electrical power industry

COMMISSIONER ALLISON

MELBOURNE, 15 MAY 2025

Application for approval of the AGL Loy Yang Enterprise Agreement 2025

[1] AGL Loy Yang Pty Ltd (the Employer) has made an application, pursuant to s.185 of the *Fair Work Act 2009* (the Act), for approval of a single enterprise agreement known as the *AGL Loy Yang Enterprise Agreement 2025* (the Agreement).

[2] The following organisations, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them:

- Australian Municipal, Administrative, Clerical & Services Union;
- Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
- Mining and Energy Union; and
- Professionals Australia.

[3] In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The following provisions may be inconsistent with the National Employment Standards (NES):

- Clause 11.1 of the Agreement provides that if an employee fails to give the required notice, the employee will forfeit to the employer salary equivalent to the notice period not worked. This appears to entitle the employer to withhold monies owing to an employee under the NES.
- Clause 12.2 of the agreement provides that redundancy will not apply where “the employee terminates employment prior to the effective redundancy date”. No such exclusion exists under the NES, as such this clause may be inconsistent with the exclusions provided in section 121 of the Act.

- Clause 15.2 expresses the entitlement to annual leave in hours rather than weeks as per s.87 of the Act.
- Clause 15.7, relating to deductions on termination, may permit the employer to withhold monies owing to an employee under the NES.

[5] However, noting clause 2.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] I am satisfied that each of the requirements of ss. 186, 187, and 188 as are relevant to this application for approval have been met.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2025. The nominal expiry date of the Agreement is 2 March 2029.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE528926 PR787089>

AGL LOY YANG ENTERPRISE AGREEMENT 2025

TABLE OF CONTENTS

1.	TITLE	2
2.	SCOPE	2
3.	DURATION	2
4.	TYPES OF EMPLOYMENT	2
5.	EMPLOYEE CLASSIFICATIONS AND SALARY SCALE	4
6.	HOURS OF WORK	7
7.	OVERTIME	11
8.	ALLOWANCES	14
9.	MEAL BREAKS.....	15
10.	REST PERIOD BETWEEN SHIFTS.....	16
11.	TERMINATION OF EMPLOYMENT	16
12.	REDUNDANCY AND JOB SECURITY	16
13.	REMUNERATION	19
14.	SUPERANNUATION.....	21
15.	ANNUAL LEAVE	23
16.	PERSONAL / CARER'S LEAVE	25
17.	PARENTAL LEAVE.....	28
18.	LONG SERVICE LEAVE	31
19.	COMPASSIONATE LEAVE.....	33
20.	COMMUNITY SERVICE LEAVE	33
21.	SPECIAL LEAVE	33
22.	DOMESTIC AND FAMILY VIOLENCE LEAVE	34
23.	WORKGROUP-SPECIFIC LEAVE PROCEDURES	35
24.	PUBLIC HOLIDAYS	35
25.	ACCIDENTS AND INJURY	37
26.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	38
27.	CONSULTATION	39
28.	DISPUTE RESOLUTION PROCEDURE	40
29.	RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES.....	42
30.	FACILITIES, HEALTH AND SAFETY AND PRIVACY	45
31.	WORK ARRANGEMENTS	45
32.	LEAVE PREFERENCE POLICY	46
33.	TRANSITION TO CLOSURE	46
	APPENDIX 1: ANNUALISED SALARIES.....	47
	APPENDIX 2: ALLOWANCES	51
	SIGNATURES	52

1. TITLE

- 1.1. This Agreement is the *AGL Loy Yang Enterprise Agreement 2025*.

2. SCOPE

- 2.1. This Agreement covers:

- (a) AGL Loy Yang Pty Ltd (ACN 077 985 758) and/or any successor(s), assignee(s), transmittee(s) (including receivers, managers, trustees, administrators, or liquidators) who have control over the assets (whether immediate or not) belonging to or of the whole or part of the business (**Company**);
- (b) employees of the Company (**Employees**);
- (c) the Mining and Energy Union (**MEU**);
- (d) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia (**ETU**);
- (e) the Australian Municipal, Administrative, Clerical and Services Union (**ASU**); and
- (f) the Association of Professional Engineers, Scientists and Managers, Australia (trading as Professionals Australia) (**PA**).

- 2.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3. DURATION

- 3.1. This Agreement commences from seven days after it is approved by the Fair Work Commission, and has a nominal expiry date of 2 March 2029.
- 3.2. The parties are committed to negotiating a replacement collective enterprise agreement and will commence negotiations six months prior to the nominal expiry date.

4. TYPES OF EMPLOYMENT

- 4.1. The Company may employ an Employee in any of the following types of employment:

- (a) full-time;
- (b) part-time;
- (c) maximum term; or
- (d) casual.

4.2. Full-time employment

A full-time Employee is an Employee whose average ordinary hours of work will be 36 hours per week, averaged over a fortnight (for day work Employees) or the appropriate roster cycle (for shift work Employees), plus reasonable overtime hours.

4.3. Part-time employment

A part-time Employee is an Employee who works less than 36 ordinary hours per week, averaged over a fortnight (for day work Employees) or the appropriate roster cycle (for shift work Employees), plus reasonable overtime hours. Entitlements for part-time Employees accrue on a proportionate basis when compared to full-time Employees.

4.4. Maximum term employment

A maximum term Employee is an Employee who is employed by the Company for a specified period of time, a specific task or the duration of a specified project as a result of long service leave, parental leave, long term personal/ carer's leave or special leave, a career break or special project. Maximum term Employees will be employed under the terms and conditions of this Agreement. The term of a maximum term contract must not exceed two years unless otherwise agreed between the Company, the relevant Employee and/or his or her union.

4.5. Casual employment

A Casual Employee is as defined in the *Fair Work Act 2009* (Cth) as amended from time to time. A casual Employee will be engaged and paid by the hour, for a minimum of four hours. Except where this Agreement or the NES provide otherwise, the conditions of this Agreement shall apply to casual Employees.

4.6. Casual conversion

- (a) If a Casual Employee has been employed by the Company for a continuous period of 12 months beginning the day the employment started, the Company must within 21 days give the employee:
 - (i) an offer to convert to ongoing full-time or part-time employment in accordance with clause 4.6 (b); or
 - (ii) a notice advising that the Company is not making an offer in accordance with clause 4.6 (c).
- (b) An offer to convert must:
 - (i) be in writing; and
 - (ii) be an offer for the Employee to convert:
 - (A) for an Employee that has worked the equivalent of full-time hours during the six month period immediately preceding the offer - to full-time employment; or
 - (B) for an Employee that has worked less than the equivalent of full-time hours during the six month period immediately preceding the offer —to part-time employment that is consistent with the regular pattern of hours worked during that period.
- (c) The Company is not required to make an offer under clause 4.6 (b) to a casual Employee if there are reasonable grounds not to make the offer. In those circumstances, the Company must give the Employee a written notice setting out the Company's reasons for not making the offer (including the reasonable business grounds on which the Company has decided to not make the offer).
- (d) Within 21 days after receiving an offer to convert, the Employee must accept

or decline the offer in writing. If the Employee does not provide a written response, the Employee is taken to have declined the offer.

- (e) If the Employee accepts the offer, the Company and the Employee will promptly discuss and document:
- (i) whether the Employee is converting to full-time employment or part-time employment;
 - (ii) the Employee's hours of work after the conversion takes effect; and
 - (iii) the date from which the Employee's conversion to full-time employment or part-time employment takes effect. Unless the Company and the Employee agree otherwise, the conversion will take effect from the next full pay period.

5. EMPLOYEE CLASSIFICATIONS AND SALARY SCALE

The 16-level salary scale and its application to the classifications shown in the table below shall apply:

Classification	Salary level	Classification	Salary level
Station Shift Manager	15	Production Supervisor	10
Unit Controller	14	Production Support Supervisor	10
Mine Shift Manager	15	Electrical Support Leader	10
Maintenance Coordinator	12 to 13	Coal Delivery Operator	9
Specialist Technical Officer	12 to 13	Dual Tradesperson	8 to 9
Lab Coordinator	12 to 13	Technical Support Provider	7 to 9
System Officer	9 to 13	Warehouse Task Leader	7 to 9
Engineer	8 to 14	Mine Electrical Tradesperson	6 to 10
Information Technology Officer	8 to 13	Unit Attendant	8
Scientific/ Environment Officer	12	Mine Fitter	6 to 8
Maintenance Supervisor	12	Mine Operator	6 to 8
Maintenance Scheduler	10 to 12	Advanced Tradesperson	7
Maintenance Planner	10 to 12	Production Support Operator	5 to 7
Warehouse Coordinator	12	Multi-Purpose Operator (Station)	6
Senior Technical Officer	12	Tradesperson	6
Assistant Unit Controller	10 to 12	Personal Assistant	5 to 6
Contracts Officer	10 to 12	Warehouse Operator	4 to 6
Graduate	5 to 12	Lubrication Attendant	2 to 3
Administration Officer	3 to 12	Maintenance Assistant	3 to 4
Finance Officer	3 to 12	Operations Roster Clerk	1 to 2
Technical Officer	9 to 11	Cleaner	1
Purchasing Officer	6 to 12	Permit Officer	9 to 11
Procurement Officer	10-12	Mechanical Support Leader	10
Compliance Officer	12	Environment Advisor	10

5.1. Position descriptions

All roles will have a position description inclusive of the salary level or range of salary levels, qualification, licence, training, and/or competency requirements of the position. Where the position can be classified at a range of salary levels in the above table, then the requirements and opportunities for progression will also be specified in the position description. Any new position descriptions or any substantive changes to an existing position description can only be made following consultation with the affected Employee(s) and/or their union(s) in accordance with clause 27. It is intended that the position descriptions initially developed will reflect current duties, qualifications and competencies.

5.2. Access to training

- (a) This clause sets out the intention of the Company in relation to the provision of training to Employees. The following principles will apply to training:
 - (i) The Company will provide such information, instruction, training and supervision as is necessary to enable Employees to perform their work in a manner which is safe and without risk to health.
 - (ii) Access to training, certification or licencing which is required for the performance of particular work will be supported by the Company and will be competency-based.
 - (iii) Professional Employees will have access to professional development required for registration or to meet the requirements of the relevant professional body.
 - (iv) Training undertaken by Employees will be recorded by the Company and will, where practical, be accredited by the training provider.
 - (v) Where practical, the Company will provide training which is nationally accredited.
 - (vi) The Company will pay all reasonable costs associated with approved training. Time spent attending approved training will be paid time. Time off normal duties without loss of pay will be provided.
 - (vii) The Company will provide training to enhance existing skill levels of Employees so as to provide individuals with enhanced career paths and promotion opportunities.
 - (viii) The Company will provide additional training to Employees as required to meet its operational needs.
 - (ix) Employees will participate cooperatively in any training provided to them in accordance with this clause.
 - (x) The Company will ensure that the qualification and competency standard requirements for positions are maintained and also meet current business and industry requirements. The Company will provide opportunities for recognition of prior learning.
 - (xi) The Company will facilitate the recruitment and employment of apprentices each year.
- (b) There will be training committees in the mine and station which will include Employee representatives elected for this purpose and which will meet regularly to consider training needs and the provision of training. The Company will consult about training needs and the provision of training in

accordance with clause 27 and, for the purpose of that clause, consultation, including the representation of Employees, will occur through the training committees.

- (c) The Company will continue to provide access to dual trade training to maintenance personnel where appropriate. Employees who have completed 50% of the second trade apprenticeship will be classified at Level 8 and those who have completed the dual trade will be classified at Level 9.
- (d) The Company intends to select Employees for additional training pursuant to clauses 5.2(a), (b) and (c):
 - (i) based on operational needs; and
 - (ii) where there is a need to select between Employees because there are more applicants than places available, selection will be transparent, non-discriminatory and merit-based.
- (e) Unit Controllers and Assistant Unit Controllers shall be provided annually with a minimum of 16 hours' simulator training with the support of a skilled simulator instructor.

5.3. **Licences and Registrations**

The Company will reimburse the cost of licences and registrations where the Employee is required to hold that licence/registration as a job requirement set by the Company. For the avoidance of doubt, this will not include a Victorian Car driver's license.

5.4. **Workgroup-specific arrangements**

(a) **Trainees and apprentices**

All trainees and apprentices shall as a minimum be paid a percentage of Level 3 of the appropriate pay stream in accordance with the following table:

Year of traineeship/ apprenticeship	Administration trainees	Apprentices	Technical trainees
1	54%	54%	54%
2	58%	60%	67%
3	67%	75%	88%
4	76%	88%	100%
5		100%	

Traineeships or apprenticeships that are less than four years in duration shall have the final year paid in accordance with the fourth-year row of the above table.

(b) **Warehousing Group**

The classification, minimum / skills qualifications and typical duties at Levels 4, 6, 7, 9 and 12 for the Warehousing Group immediately prior to the commencement of this Agreement shall be the basis for the initial position descriptions for the Warehousing Group in accordance with clause 5.1.

Any proposed restructure for the Warehousing Group will be the subject of consultation in accordance with clause 27.

5.5. Vacancies and secondments

It is the intention of the parties that:

- (a) While an employee is on secondment their substantive role will be maintained. Upon completion of secondment, the employee can return to their substantive position.
- (b) Selection and appointment to permanent positions shall be on the basis of merit. Criteria for selection will be based upon but not limited to objective job-related competencies, qualifications, experience, skills and aptitudes necessary to perform the job as determined by the Company.
- (c) Personnel selection shall be undertaken consistent with the principles of equal opportunity. In particular, the Company will recruit, train, and promote persons without regard to sex, race, political or religious beliefs, or any other discriminatory basis inconsistent with Federal or State law.

6. HOURS OF WORK

6.1. Day work

Day work Employees will work a nine-day fortnight Monday to Friday with every second Monday being a special day off (**SDO**). However, where an Employee, of his or her own volition, requests to work a 10-day fortnight, then the Company may approve such an arrangement.

Where an SDO falls on a public holiday or a substitute public holiday, the SDO will be moved to the nearest working day (or otherwise as agreed by Company management, the relevant Employee(s) and/or their union(s)). Workgroups that require Monday to Friday coverage of certain roles will divide into two for the purpose of taking their SDOs on alternate Mondays.

An SDO may be moved to another day by mutual agreement between the individual Employee and his or her supervisor or manager. In the absence of such mutual agreement, where an Employee is requested to work his or her SDO, normal overtime provisions shall apply.

Each year between 25 December and 1 January the Company shall shutdown all non-shift and non-essential workgroups. As a result, all day work Employees will take and be granted annual leave during this period to the extent that they have the leave credit available.

The ordinary hours of work shall be 36 hours per week, averaged across a fortnight. Each work day shall commence at 7.30am and conclude at 4.00pm, with a 30-minute unpaid meal break between 12.30pm and 1.00pm. Times may be varied to suit specific occasions where there is agreement between the individual Employee and his or her supervisor or manager.

6.2. Shift work

(a) General

The ordinary hours of work for shift workers are 36 hours per week, averaged across the roster cycle.

The roster cycle varies according to the type of shift and working arrangements employed in each workgroup. Generally, there are two types of shift worked at the Company, 12-hour day and night shifts that cover the seven days of the week (2x12 shift) and 10 hour and 17-minute day shifts that cover the seven days of the week (1x7 shift).

Excluding overtime shifts, not more than eight shifts shall be worked in any 10 consecutive days or, in the case of a 12-hour shift roster, not more than five 12-hour shifts in any 10 consecutive days. To avoid doubt, this may be varied in accordance with clause 6.2(d).

(b) 1x7 shift

The 1x7 shift shall involve a 28-day roster cycle of five calendar days rostered on, followed by four calendar days rostered off, followed by five calendar days rostered on, followed by five calendar days rostered off, followed by four calendar days rostered on, followed by five calendar days rostered off. Two crews (A and B) provide coverage for each day of the calendar with one crew being rostered on while the other is rostered off. The cycle shall operate such that each crew has two consecutive full weekends (Saturday and Sunday) rostered off per roster cycle. To avoid doubt, this may be varied in accordance with clause 6.2(d).

1x7 shifts shall commence at 7.00am and conclude at 5.17pm, inclusive of a 30-minute paid meal break and two paid rest breaks.

(c) 2x12 shift

The 2x12 shift shall involve a 10-day roster cycle of four calendar days rostered on, followed by six calendar days rostered off. The rotation of the 2x12 shift roster pattern is day / day / night / night (**DDNN**). To avoid doubt, this may be varied in accordance with clause 6.2(d).

In addition to the roster cycle, six make-up days are currently rostered in each calendar year and are allocated as follows:

- (i) Three eight-hour training shifts. Employees will be expected to attend unless on pre-approved leave or personal/ carer's leave.
- (ii) Three 12-hour shifts for training and/or relief, which will be rostered at the start of a roster block and may be altered by Company management at 28 days' notice for scheduled training.
- (iii) A minimum of 28 days' notice of training will be provided. If training is cancelled at short notice, Employees are not required to work beyond planned hours.
- (iv) Make-up days have been partly transferred to Employees' leave entitlements and the balance is training / relief days. As a result, in May 2017 the annual leave accrual was reduced by 65.136 hours.

(d) Variation to hours of work

Except as expressly provided for elsewhere in this Agreement, including in this clause, the type of roster, shift duration, shift commencement time and/or roster pattern worked by Employees shall not be changed and new shift rosters, of a type not in use as at the commencement of this Agreement, shall not be implemented unless agreed by Company management, the relevant Employee(s) and/or their union(s), and such change has been presented in writing for consideration by the affected Employees for at least four weeks and is subsequently approved by a majority of the affected Employees. Such agreement shall include an appropriate rate of remuneration.

Subject to the approval of the appropriate supervisor, Employees may, by agreement, exchange shifts and days off, or parts thereof, but in these circumstances, pay shall be as if the work had proceeded according to the roster.

(e) Penalty shift

An Employee who is transferred:

- (i) from day work to shift work;
- (ii) from one roster to a different roster;
- (iii) to another shift within the roster; or
- (iv) from a rostered shift to a rostered day off (RDO); shall be paid either:
 - (A) an additional 100% of the ordinary rate of pay for any shift worked after the transfer of which the Employee did not receive 48 hours' notice; or
 - (B) an additional 50% of the ordinary rate of pay for any shift worked after the transfer of which the Employee did not receive 72 hours' notice.

The penalty shall be paid in addition to the ordinary rate of pay.

(f) Daylight saving

Notwithstanding anything contained elsewhere in this Agreement, where by reason of legislation summer time is prescribed as being in advance of the standard time, the length of the shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case is to be set to the time fixed pursuant to the relevant legislation.

In this clause 6.2(f), the expressions 'standard time' and 'summer time' shall have the same meanings as prescribed by the relevant legislation.

6.3. Absences

An Employee who, without reasonable cause promptly communicated to the Company, reports for duty after the appointed starting time or fails to attend for duty or ceases duty before the appointed finishing time, shall lose pay for the time of such non-attendance, calculated to the nearest quarter of an hour.

6.4. Workgroup-specific arrangements

(a) Warehousing Group

Warehousing Group Employees shall have hours of work in accordance with clause 6.1, except that their commencement and finishing times shall be 30 minutes earlier.

(b) Station Engineering, Station Maintenance, and Station Planning Employees

All Station Engineering, Station Maintenance and Station Planning Employees shall have hours of work in accordance with clause 6.1, except for Employees appointed to A Crew or B Crew in Station Maintenance reporting to the Maintenance

Superintendent, who shall have hours of work in accordance with clause 6.2(b).

Except as provided in this clause, all relevant Employees who are paid as 1x7 shift personnel shall continue to be paid in accordance with Stream 4 of Appendix 1 and be entitled to conditions of a 1x7 shift work Employee regardless of their hours of work, except where an Employee applies for and accepts appointment to another position.

(c) Station Operations Group

While the majority of Station Operations Group (**Operations Group**) roster lines or positions work 12-hour shifts, a number of exceptions exist. The hours of work for the various types of shifts worked in the Operations Group shall be as follows:

(i) Day work

Unless agreement is reached between Company management, the relevant Employee(s) and/or their union(s) on other arrangements, Operations Group personnel rostered to a day work position shall work in accordance with clause 6.1, noting that public holidays will be rostered off without loss of pay.

(ii) 1x7 shift

Operations Group personnel rostered to 1x7 shift shall work shifts of 10 hours and 17 minutes in duration. The shifts shall commence at 6.43am and conclude at 5.00pm. The shift shall include paid rest breaks and a 40-minute paid meal break.

The 1x7 roster cycle shall be 10 days consisting of a repeating pattern of five shifts rostered on, followed by five shifts rostered off.

Excluding the effect of leave and/or overtime, the number of RDOs per roster will be 35 and each 1x7 shift roster line shall be rostered off for five Saturdays and five Sundays including four full weekends (Saturday and Sunday) each roster.

(iii) 2x12 shift

Other than the hours of work outlined in clauses 6.4(c)(i) and 6.4(c)(ii), Operations Group personnel shall be rostered to 2x12 shift.

The 2x12 shift roster cycle shall be 10 days and consist of two 12- hour day shifts, followed by two 12-hour night shifts, followed by six RDOs. There is a 12-hour break between consecutive night shifts or consecutive day shifts and 24 hours between a day shift and a night shift.

Night shifts shall commence at 7.00pm on the evening of the day marked as 'N' on the roster and day shifts shall commence at 7.00am on the day marked as 'D' on the roster. Shift handover shall take place in the 20 minutes prior to the official shift starting time and shall be counted as time worked.

Excluding the effect of leave and/or overtime, the number of RDOs during a roster shall be 41 and the number of full weekends (Saturday and Sunday) rostered off during a roster shall be five in addition to one Saturday and one Sunday.

(d) Mine Permit Officers

The Mine Permit Officer Employees shall work a 36-hour week (Stream 3) on a set roster between Monday – Friday, working 3x12 hour days with the day commencing at 6:30am and concluding at 6:30pm. The day work roster is set

with 3 x12 hour days per week and 6 days within a fortnight pay cycle. To avoid doubt, this roster may be varied in accordance with clause 6.2(d).

The Mine Permit Officer Employees will be paid for 12 hours per day (36 hours per week) and are entitled to take a 30-minute lunch break and 2 paid x 15-minute breaks during each 12 hours. So as not to interfere with the continuity of work, Employees may be required to commence a meal break at a time by agreement between them and their leader.

The 30-minute meal break shall occur at a time between the hours of 12.00pm and 2.00pm.

In addition to the roster cycle, the 30 minute meal break taken on each shift will be made up with four make-up/training/relief days rostered in each calendar year and are allocated as follows:

- (i) Three eight-hour training days. Employees will be expected to attend unless on pre-approved leave or personal/ carer's leave;
- (ii) One eight-hour day for training and/or relief;
- (i) A minimum of 28 days' notice of training will be provided. If training is cancelled at short notice, Employees are not required to work beyond planned hours.

Public Holidays are to be treated in accordance with clause 24.2 with the addition of where a rostered employee is not rostered to work on a public holiday (that falls on a Monday to Friday) they shall be credited an additional 8 hours annual leave credit.

6.5. Flexible work arrangements

Employees may make a request for a flexible working arrangement in accordance with the Company's Flexible Working Guidelines as in force and varied from time to time (which are not incorporated as a term of this Agreement). This clause does not interfere with the provisions outlined in clause 26 Individual Flexibility Arrangements.

7. OVERTIME

7.1. General

All time worked outside of the ordinary hours of work (including the agreed regular ordinary hours for a part-time Employee) shall be remunerated as overtime.

All overtime worked shall be remunerated at the rate of double time except when worked on a public holiday, which shall be remunerated at the rate of double time and a half.

In computing overtime, each day's work shall stand alone, and overtime shall be paid rounded up to the next quarter of an hour.

The overtime rate is shown in Appendix 1. The overtime rate is shown as a single time rate and the relevant multiple needs to be applied.

7.2. Requirement to work reasonable overtime

Subject to the paragraph below, the Company may require an Employee to work reasonable overtime at overtime rates.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) fatigue or any other risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the overtime;
- (b) the Employee's personal circumstances (including family responsibilities);
- (c) the operational requirements of the workplace or enterprise;
- (d) any notice given by the Company of the requirement or request that the Employee work the overtime;
- (e) any notice given by the Employee of the Employee's intention to refuse to work the overtime;
- (f) whether any of the overtime is on a public holiday;
- (g) the Employee's hours of work immediately before the Employee is required or requested to work the overtime; and/or
- (h) any other relevant matter.

7.3. Call back

An Employee recalled to work overtime, whether notified before or after leaving the Company's premises and who returns home on completion of such overtime work, shall be paid for a minimum of four hours' work at the appropriate overtime rate for such work. For other than pre-arranged work (that is, planned or programmed work), an Employee who is rostered on for availability duty shall be entitled only to a minimum payment of one hour's work and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. Clause 13.6 shall apply where work continues for more than four hours.

7.4. Rest period

An Employee shall be entitled to 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:

- (a) where an Employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least 10 consecutive hours off duty between those times; or
- (b) where an Employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 9.30pm.

If an Employee is instructed by the Company to resume or continue work without having had such 10 consecutive hours off duty, the Employee shall be paid at double time until released from duty and shall be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

7.5. Cancellation of arranged overtime

Where an Employee arrives on site for arranged overtime and the Company no longer requires the Employee to work the overtime, then, at the discretion of the Employee, the Employee may immediately depart the site and be entitled to four hours' overtime and a meal allowance or work the arranged overtime.

7.6. Standby

An Employee required by the Company to standby for call back shall be paid at the ordinary rate of pay from the time standby commences until released. This provision does not apply to Employees rostered on availability duty.

7.7. Transport of Employees

Where an Employee has worked overtime and:

- (a) is suffering from fatigue and concern exists for his or her ability to safely travel home; or
- (b) finishes work at a time when his or her normal mode of transport is not available (e.g. a car pool);

the Company shall provide conveyance of the Employee (and his or her vehicle) to the Employee's home.

7.8. Time off in lieu of overtime

- (a) Subject to clause 7.8(b), Employees shall be entitled to nominate and receive overtime remuneration in any of the following forms:

- (i) all pay (eg in the typical case of four hours' overtime, eight hours' pay at the overtime rate);
- (ii) all time off in lieu (eg in the typical case of four hours' overtime, eight hours' time off in lieu); or
- (iii) 50% pay and 50% time off in lieu (eg in the typical case of four hours' overtime, four hours' pay at the overtime rate plus four hours' time off in lieu).

- (b) An Employee who has excess annual leave, as provided for in clause 15.6, cannot nominate how they will be remunerated for overtime. Rather, an Employee who has excess annual leave, as provided for in clause 15.6, will be remunerated for overtime in accordance with clause 7.8(a)(i).

To avoid doubt, where an Employee has an excess annual leave balance upon commencement of the Agreement, the Employee will need to reduce the balance below the relevant excess amount before they can elect to receive time off in lieu under clause 7.8(a)(ii) or (iii).

- (c) In each 12-month period from the commencement of this Agreement, an Employee cannot receive more than 144 hours' time off in lieu in accordance with clause 7.8(a)(ii). However, an Employee can continue to receive time off in lieu in accordance with clause 7.8(a)(iii) in that period.
- (d) Moreover, an Employee cannot receive time off in lieu if that would cause the Employee's time off in lieu balance to exceed 144 hours. In that event, an Employee can only receive overtime remuneration in accordance with clause 7.8(a)(i).
- (e) An Employee may request, part or all their time of in lieu of overtime be cashed out. Upon receiving a request from an Employee, the Company will do everything it can to ensure the time off in lieu of overtime is cashed in the first pay period which immediately follows the request. The leave will be cashed out no later than the second pay period following the request.

7.9. Workgroup-specific arrangements

An overtime equalisation system used to determine the order in which Employees are offered overtime, including but not limited to the process and timing to be utilised, shall be agreed between Company management, the relevant Employee(s) and/or their union(s) for each workgroup. The agreed systems shall only be changed after consultation and agreement between Company management, the relevant

Employee(s) and/or their union(s), and agreement will not be unreasonably withheld.

The 'agreed systems' at the commencement of this Agreement are the current systems in place and these are documented in the overtime allocation system policy documents, the AGL Loy Yang Overtime Allocation System Policy Document and the AGL Loy Yang Station Operations Overtime Policy Document. The agreed systems will remain in place unless an alternative is agreed in accordance with this clause

7.10. Meeting attendance outside of hours

An employee required by the Company to attend a pre-scheduled job related meeting when not rostered on in that block, will be paid for no less than 4 hours' work at applicable overtime rates for attending the meeting, and actual hours if the required attendance is more than 4 hours. Examples include but are not limited to HSR meetings, recruitment related activities and outage preparation.

If the Employee attending the pre-scheduled meeting is rostered on in that block at a time different to the time of the meeting, then, where practical, shifts will be exchanged to make attendance possible in rostered time.

Any Diversity & Inclusion related meetings that are voluntary in nature will be paid hour for hour.

It is expected that any overtime paid for meeting attendance will be approved by the immediate leader prior to an employee attending the meeting and claiming the overtime.

8. ALLOWANCES

8.1. General

All allowances shall increase (as per clause 13.2) in accordance with the table in Appendix 2.

8.2. Availability duty

Where an Employee undertakes availability duty, an availability allowance shall be paid equal to that amount shown in Appendix 2. Such availability allowance shall be payable for the entire period the Employee is sharing in that availability.

Availability duty means that the Employee shall be continuously available outside normal working hours. An Employee on availability duty shall not be required to remain at home but shall ensure contact by telephone or other means and that he or she is available to take up duty within a reasonable period of time.

An Employee on availability duty who performs work at home or any place away from normal workplaces in response to a telephone call or an alarm signal shall be regarded as being on overtime for the period(s) concerned. Work shall include the making of necessary arrangements for other Employees to attend to or otherwise deal with the matter, or to give directions and/or instructions to other Employees.

Payment shall be made for a minimum of one hour at the appropriate overtime rate for such work, provided that for subsequent calls within one hour of a payment-qualifying call, only one minimum payment shall apply.

Employees will receive reimbursement of telephone rental and limited subsidised calls for such period as they are on the rostered availability system.

After hours use of Company vehicles will be provided for Employees for the period that they are rostered on availability duty. Such use shall be in accordance with the

Company's policy as in force and varied from time to time.

8.3. Travel, accommodation, and incidental expenses

All reasonable travel, meal and accommodation expenses incurred by an Employee while on Company-endorsed business shall be reimbursed by the Company. In addition, an incidental expenses allowance shown in Appendix 2 shall be paid to an Employee for each overnight absence on duty away from home.

An Employee who is temporarily required to work at a site away from the usual workplace using a private motor vehicle shall be paid the travel allowance shown in Appendix 2 per kilometre of the return trip separating the normal place of work and the alternate place of work.

Time required to travel to and from an alternate work destination that is in excess of the time required to travel to and from the normal place of work shall either be paid as overtime or such excess travel time shall occur during ordinary hours of work.

8.4. Meal allowances

Meal allowances payable under clauses 7.5 and 13.6 shall be paid in accordance with Appendix 2.

8.5. First aid allowance

All Employees being paid the first aid allowance as at the commencement of this Agreement shall continue to be paid the allowance shown in Appendix 2, provided that the Employee maintains a current First Aid Level 2 certificate.

8.6. Stack allowance

An Employee required to work on or within a power station chimney concrete enclosure shall be entitled to the stack allowance shown in Appendix 2.

8.7. Precipitator allowance

An Employee required to work within an electrostatic dust precipitator shall be entitled to the precipitator allowance shown in Appendix 2.

8.8. Coal bunker allowance

A weekly coal bunker allowance shall be payable to Station Maintenance Employees appointed to A Crew, B Crew, or day work crew reporting to the Maintenance Superintendent and Operations Group personnel on a continuous basis as shown in Appendix 2.

9. MEAL BREAKS

9.1. Except where otherwise provided for in this Agreement, Employees on day work are entitled to an unpaid 30-minute meal break and a 15-minute paid tea break.

9.2. Except where otherwise provided for in this Agreement, during a 2x12 shift, Employees are entitled to take two 30-minute meal breaks. The meal breaks will be staggered to ensure production is not impacted and are counted as time worked.

9.3. Except where otherwise provided for in this Agreement, during a 1x7 day shift, an Employee may take one 30-minute paid meal break and two paid rest breaks.

9.4. So as to not interfere with the continuity of work, Employees may be required to commence a meal break at a time as determined by their leader. Except where otherwise provided for in this Agreement, the 30-minute meal break for day shift Employees shall occur at a time between the hours of 12.00pm and 2.00pm.

- 9.5. An Employee shall not be compelled to work more than five hours without a break for a meal. If, at the direction of the Company, an Employee is required to work during the normal meal break, then until a meal break is allowed, double time rates shall be paid.

10. REST PERIOD BETWEEN SHIFTS

- 10.1. Employees shall have a break of at least 10 consecutive hours between leaving work on one rostered shift and the start of their next rostered shift.

11. TERMINATION OF EMPLOYMENT

11.1. Termination by Employee

The notice of termination required to be given by an Employee is as follows:

Period of continuous service on day notice given	Period of notice required
Not more than one year	One week
More than one year but not more than three years	Two weeks
More than three years but not more than five years	Three weeks
More than five years	Four weeks

If the Employee fails to give the required notice, the Employee will forfeit to the Company salary equivalent to the notice period not worked.

11.2. Termination by the Company

The Company may terminate employment at any time by providing four weeks' written notice or, where the Employee has attained 45 years of age and completed a minimum of two years' continuous employment with the Company, five weeks' written notice.

The Company has the right to dismiss an Employee without notice in the case of serious misconduct.

11.3. Service

Except in the case of long service leave, 'service' means continuous employment with the State Electricity Commission of Victoria, Generation Victoria, Loy Yang Power Management Pty Ltd and the Company without termination of engagement and includes any period of approved leave without pay (whether taken or commenced) up to six months prior to the commencement of the *AGL Loy Yang Enterprise Agreement 2017*.

12. REDUNDANCY AND JOB SECURITY

It is the mutual intention of the parties to maximise security of employment and it is the intention of the parties that, wherever practical, work currently performed by employees of the Company will continue to be performed by employees of the Company.

The Company will use its best endeavours to offer alternative employment within the business in the Latrobe Valley prior to making a position redundant. Natural attrition and voluntary redundancies will be the preferred method by which the total number of Employees is reduced.

12.1. Circumstances where redundancy may apply

The redundancy payment and conditions applying to redundancy will apply where:

- (a) the Company has made a decision to cease operation of all or part of a

function covered by this Agreement; or

- (b) the job performed by an Employee or group of Employees is no longer required to be performed by anyone (except where this is due to the ordinary and customary turnover of labour); and

options for redeployment to other positions within the Company and/or other AGL sites in the Latrobe Valley have been exhausted.

12.2. Circumstances where redundancy will not apply

The redundancy payment and conditions applying to redundancy will not apply where:

- (a) the Employee unreasonably refuses an offer of suitable alternative employment with the Company which was being offered on terms and conditions that were no less favourable, when considered on an overall basis, than the terms and conditions which applied to the Employee's substantive position immediately before the position was made redundant;
- (b) the Employee terminates employment prior to the effective redundancy date;
- (c) the Employee's employment is terminated because of serious misconduct on the part of the Employee;
- (d) the Employee is a casual Employee;
- (e) the Employee is an apprentice or trainee; or
- (f) the Employee is prescribed by the *Fair Work Regulations 2009* (Cth) as an employee to whom redundancies do not apply.

12.3. Criteria for redundancy

Where redundancies are to occur, voluntary redundancies will be offered in the first instance.

The Company shall seek expressions of interest for voluntary redundancy. All expressions of interest received by the Company will be considered.

The Company will determine whether any Employee who has expressed interest is to receive an offer of voluntary redundancy having regard to the following factors:

- (a) the number of positions which have been determined to be redundant;
- (b) the appropriate mix of skills and competencies of the Employees who have expressed an interest in accepting voluntary redundancy; and
- (c) the mix of skills and competencies required by the Company to meet and maintain operational requirements.

12.4. Acceptance

Once the Company has determined which Employees will be offered voluntary redundancy, the Company will advise those Employees of the offer in writing. The offer will include:

- (a) the date by which the offer must be accepted, being a minimum period of two weeks (however an Employee may accept the offer prior to the conclusion of this period);
- (b) the date on which employment will terminate if the offer is accepted; and
- (c) an estimate and break down of the total termination payments (including the

redundancy payment) that the Employee will receive on termination of employment.

An offer of voluntary redundancy shall not be enforceable unless accepted by the Employee in writing.

12.5. Involuntary redundancies

The Company will make all reasonable efforts to avoid involuntary redundancy. However, where the voluntary redundancy process cannot meet the Company's requirements, the Company will determine which positions will be declared redundant. Consultation will be in accordance with clause 27.

The selection process will focus on performance, job-related competencies, knowledge, qualifications, experience and skills, with the aim of retaining the most appropriate Employees for the business.

12.6. Redundancy entitlements

In the event that a redundancy or redundancies need to occur, then the minimum payments and benefits will be as follows:

- (a) four weeks' notice or payment in lieu;
- (b) an additional week's notice or payment in lieu for Employees aged 45 years and older;
- (c) severance pay at a rate of three weeks per year of continuous service, with a minimum of 4 weeks and maximum of 52 weeks for voluntary redundancies and 60 weeks for involuntary redundancies (with pro rata payments for incomplete years of service to be on a quarterly basis);
- (d) access to the Employee Assistance Program (**EAP**) for a period of up to six months following the redundancy; and
- (e) in the event of an involuntary redundancy, access to a job assistance package (which may include outplacement services, training and other support services) up to a value of \$3,500 to be used within 12 months of the redundancy.

The entitlements contained in this clause are intended to be applied in satisfaction of, and not in addition to, any other entitlements Employees may have as a consequence of the termination of their employment due to redundancy, including under the NES but excluding superannuation entitlements.

12.7. Closure of site assets

The minimum payments and benefits for any redundancy or redundancies connected to the closure (as defined in clause 33.1) of all or part of the AGL Loy Yang A Power Station or Mine, will be as follows:

- (a) four weeks' notice or payment in lieu;
- (b) an additional week's notice or payment in lieu for Employees aged 45 years and older;
- (c) severance pay at a rate of four weeks per year of continuous service with a minimum of four weeks and no maximum for voluntary and involuntary redundancies (with pro rata payments for incomplete years of service to be on a quarterly basis).

For the avoidance of doubt, a redundancy will be connected to the closure (as

defined in clause 33.1) of all or part of the AGL Loy Yang A Power Station or Mine for the purpose of this clause if the redundancy has come about as a result of:

- (a) any permanent reduction in mining production or electricity generation; or
- (b) the decommissioning or shut down of a site asset; or
- (c) the cessation of any rehabilitation work following closure.

13. REMUNERATION

13.1. Salary components

Employees will be paid an annualised salary. Appendix 1 sets out the salary structure for the term of the Agreement.

Part-time Employees will receive a pro rata annualised salary based on Appendix 1.

Casual Employees will be paid an hourly rate, based on the appropriate salary as set out in Appendix 1, plus a 25% loading instead of the leave entitlements under this Agreement.

The overtime rate is shown in Appendix 1. The overtime rate is shown as a single time rate and multiplied by two for normal overtime worked and multiplied by two and a half for public holidays.

13.2. Salary increases

Over the life of the Agreement, salaries will increase in accordance with Appendix 1 as follows:

- 6.5% from 3 March 2025;
- 5% from the first full pay period after 10 January 2026;
- 4.5% from the first full pay period after 10 January 2027; and
- 4% from the first full pay period after 10 January 2028.

13.3. Superannuation

Superannuation entitlements are provided for in accordance with clause 14.

13.4. Payment of remuneration

The cash component of an Employee's remuneration will be paid fortnightly, via electronic funds transfer, into bank accounts nominated by the Employee.

Pay day is currently every second Wednesday. Should the Company propose to alter this, the Company will consult in accordance with clause 27.

The Company shall facilitate, via electronic funds transfer, Employee payroll disbursements in accordance with the choice of the Employee.

13.5. Salary packaging

The Company shall facilitate salary packaging for Employees either directly or through an external service provider. Salary packaging will be made available on the basis that Employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Net salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new external fees or taxes associated with packaging.

Subject to taxation and other legislation and the Australian Taxation Office (**ATO**) guidelines, the non-cash component of an Employee's gross salary may constitute

any or all of the following:

- (a) superannuation;
- (b) novated and/or existing associate leasing of motor vehicles (new associate leasing arrangements will not be entered into due to ATO guidelines);
- (c) membership subscriptions of organisations or associations (eg employee organisations); and/or
- (d) other tax beneficial options available under Australian taxation laws and agreed by the parties.

The Employee's annualised salary shall be used for the purposes of superannuation salary. Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation or other benefits or entitlements.

With respect to leasing of vehicles, the choice of service provider shall be determined by Company management, the relevant Employee(s) and/or their union(s) through consultation and agreement.

13.6. Meal allowances for overtime

An Employee who is required to work overtime continuous with ordinary rostered hours for two hours or more (up to four hours) shall receive a meal allowance as per Appendix 2 (or a meal provided by the Company) and a paid meal break of 20 minutes. Where the overtime continues after the fourth hour (and each subsequent four hours), the Employee shall receive a meal allowance as per Appendix 2 (or a meal provided by the Company) and a paid meal break of 20 minutes.

An Employee who is required to return to work outside ordinary rostered hours or on a weekend, public holiday, RDO or SDO to work overtime for four hours or more shall receive, after the fourth hour (and each subsequent four hours), a meal allowance as per Appendix 2 (or a meal provided by the Company) and a paid meal break of 20 minutes. Employees are entitled to three meal allowances (or three meals provided by the Company) for overtime shifts which extend beyond 12 hours.

13.7. Higher duties and secondments

- (a) An Employee who performs the duties of a higher classification (salary level) for a continuous period not less than one working day or shift shall be paid at the substantive level of that position.
- (b) An Employee on higher duties shall continue to be paid for such higher duties when on paid leave where advised by the Company that he or she will be resuming duties in the higher classification on completion of such leave.
- (c) Higher duties other than a secondment will not continue for more than six months in any 12-month period unless agreed between Company management, the relevant Employee and/or his or her union.
- (d) Secondments shall only occur on a voluntary basis and will not exceed 24 months unless otherwise agreed between Company management, the relevant Employee and/or his or her union.

13.8. Stand down

- (a) The Company may, under this clause, stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
 - (i) industrial action (other than industrial action organised or engaged in

by the Company);

- (ii) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - (iii) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- (b) However, any stand down of an Employee due to the circumstances described above is subject to the following conditions:
- (i) During a period of stand down, an Employee shall be entitled to access any paid leave which he or she has accrued.
 - (ii) A stand down shall not exceed four weeks in duration unless otherwise agreed between Company management, the relevant Employee(s) and/or their union(s).
 - (iii) An Employee stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.

14. SUPERANNUATION

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended or replaced from time to time (which do not form terms of this Agreement), deal with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund and does not have a stapled fund, contributions will be made to any MySuper compliant superannuation fund which is nominated by AGL Loy Yang as its default fund. The rights and obligations in these clauses supplement those in superannuation legislation.

For those employees who are members of the Equipsuper Superannuation Fund:

The Company shall abide by the rules of the Equipsuper Superannuation Fund (incorporating the applicable Participation Agreement) including any amendments thereto except where there is any inconsistency between the Equipsuper Superannuation Fund rules and the superannuation provisions of this Agreement, where this Agreement shall prevail to the extent of the inconsistency.

For the avoidance of doubt, it is not intended that the provisions of this Agreement reduce or remove any benefit provided by the Equipsuper Superannuation Fund rules.

An employee may nominate, in writing, their choice of complying superannuation fund. Otherwise, the Equipsuper Superannuation Fund shall continue as the default superannuation fund for Employees.

The Company will not support any change to the Participation Agreement which would result in less advantageous benefits or entitlements to Employees.

The Company will provide assistance on request to ill and injured Employees in completing the necessary administrative steps to access superannuation scheme benefits including salary continuance or temporary total disablement benefits.

14.1. Equipsuper Superannuation Fund Membership options

Employees who are members of Division C shall have the option of remaining in Division C or, at any future stage, transferring to Division D.

Employees who commenced employment with the Company prior to 1 July 2014 shall have the option of membership of Division C,. Employees that are not members of Division C shall be members of Division D.

Employees who are members of Division C shall have the option of supplementary membership of Division D.

14.2. Salary Sacrificing contributions

Employees shall have the option to salary sacrifice their superannuation contributions.

Employees shall have the right to vary their superannuation salary sacrifice arrangements and/or contribution rates up to once per month.

14.3. Superannuation Salary

The Superannuation Salary (or Fund) of Employees for superannuation benefit purposes shall be equal to their annualised salary shown in Appendix 1.

14.4. Equisuper Superannuation Fund Division C Final Average Salary

The Final Average Salary (also known as the Final Average Remuneration) for Equisuper Superannuation Fund_ Division C members shall be the Employee's full-time equivalent average superannuation salary over his or her last year of membership (or the actual period of membership, if less than one year).

14.5. Equisuper Superannuation Fund Division C Accrual rates

Benefits for Division C members are defined in the Equisuper Superannuation Fund rules (incorporating the applicable Participation Agreement). However, for the purpose of calculating benefits other than death benefit and temporary total disablement benefit, the benefit multiple accrual rates shall be in accordance with the following tables.

For the avoidance of doubt, while the tables below show per annum rates, it is not intended that the rates apply to whole years only, but rather the periods shown in the tables at clauses 14.6, or parts thereof.

14.6. Equisuper Superannuation Fund Division C - Accrued benefit multiple

Member contribution rate	Accrual rate (pa)			
	Prior to 1 Jul 1993	From 1 Jul 1993 to 31 Dec 2000	From 1 Jan 2001 to 28 Oct 2001	From 29 Oct 2001
6%	0.210	0.1850	0.205	0.210
3%	0.150	0.1300	0.150	0.150
0%	0.090	0.0775	0.090	0.090

14.7. Accumulation only members (inclusive of Equisuper Superannuation Fund Division D)

For Employees who are only members of an accumulation superannuation fund, the Company shall make contributions to the Employee's superannuation account at a rate which is 12% of the Employee's superannuation salary or 2% higher than the Federal Government superannuation guarantee, whichever is the greater

Subject to the terms of the Equipsuper Superannuation Fund insurance policy, Federal Government legislation and guidelines, the Company shall insure (through Equipsuper Superannuation Fund) the following benefits for Employees that are only members of Division D (if the Employee applies for this cover):

- (i) a death benefit equal to four times the Employee's current annual salary;
- (ii) a permanent and total disablement benefit equal to four times the Employee's current annual salary.
- (iii) AGL will continue to fund Equipsuper salary continuance insurance premiums, (equal to 80% of the Employee's current annual salary), for any Equipsuper Division D member who opted in to Equipsuper salary continuance insurance prior to 27 May 2021. For employees who are not members of the Equipsuper Defined Benefit Superannuation Fund, AGL will provide 75% salary continuance insurance cover under the terms of the AGL Salary Continuance Insurance policy (which may be varied from time to time and does not form part of this Agreement).

14.8. Equipsuper Superannuation Fund defined benefit Accrued benefit multiple

There shall be no maximum applied to an Employee's Equipsuper Division C accrued benefit multiple for any benefit (ie the accrued benefit multiple can accrue without limit).

14.9. Equipsuper Superannuation Fund Division C death benefit and PTD benefit

The Equipsuper Division C death benefit and permanent total disablement benefit shall not have any limit applied that is based on a multiple of Final Average Remuneration.

14.10. Company contribution records

Upon request by an Employee, the Company will provide the Employee with details of all voluntary contributions made in the Employee's name, to the extent that the Company has that information in its possession, in order to enable Employees to tax-effectively manage their total annual contributions.

14.11. Equipsuper Superannuation Fund Defined Benefit Funding levels

On the request of an Employee, the Company shall provide the Employee with details of the most recent Equipsuper Superannuation Fund defined benefit scheme funding level as provided by the Equipsuper Superannuation Fund, including net assets, accrued liabilities, surplus / deficit, and funding ratio.

14.12. Member benefit statements

The Company shall request the Equipsuper Superannuation Fund to issue member benefit statements for the periods ending 30 June and 31 December each year.

14.13. Funding levels

On the request of an Employee, the Company shall provide the Employee with details of the most recent defined benefit scheme funding level as provided by the Equipsuper Superannuation Fund, including net assets, accrued liabilities, surplus/ deficit, and funding ratio.

15. ANNUAL LEAVE

15.1. For the purposes of the NES, a shift worker is an Employee who:

- (a) works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the seven days of the week; and
- (b) is regularly rostered to work on Sundays and public holidays.

15.2. Entitlement to annual leave

Annual leave will accrue progressively during a year of service, according to the Employee's ordinary hours of work, and accumulates from year to year.

All Employees (other than casual Employees) will accrue annual leave. Annual leave accrues at the rate of:

Type of shift	Monthly leave credit (hours)
Day work	18.24
1x7 shift	26.8
2x12 shift	26.60

Part-time Employees and Employees engaged in a category for only part of a month are entitled to annual leave on a pro rata basis.

An Employee's entitlement to annual leave under this clause is in satisfaction of any annual leave entitlement that the Employee has under the NES.

15.3. Payment

While on annual leave, Employees will be paid at their salary rate. An Employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absences on annual leave

15.4. Conditions

- (a) Applications for annual leave shall be made on the prescribed hard copy or electronic form and be approved before leave is taken, provided that applications that are made remote from the workplace at short notice may be approved and the prescribed form completed by the Employee upon his or her return to work.
- (b) Applications for annual leave shall be processed such that applicants receive confirmation of the granting or rejecting of the application within a reasonable period following the prescribed application form being submitted.
- (c) The Company must not unreasonably refuse to agree to a request by an Employee to take annual leave.
- (d) Any public holiday to which an Employee is entitled without loss of pay occurring during a period of paid leave shall not be regarded as part of the leave.
- (e) Annual leave shall continue to accrue during all forms of paid leave (excluding WorkCover after 130 weeks).
- (f) The minimum accepted annual leave absence is one half day or shift.
- (g) Any period of personal / carer's leave taken in accordance with clause 16 or special leave taken in accordance with clause 21 occurring during a period of paid annual leave shall not be regarded as part of the annual leave.
- (h) Employees may make a written application to purchase an extra two weeks of annual leave. This will result in a consequent reduction in the Employee's

salary. Approval of this leave shall take into account business needs.

15.5. Cashing out annual leave

- (a) Employees may request to cash out a portion of their accrued annual leave in writing.
- (b) An agreement to cash out annual leave must not result in the Employee's remaining accrued annual leave being less than four weeks.
- (c) Each cashing out must be the subject of a separate written agreement (to be retained by the Company as an Employee record) which must:
 - (i) state the amount of leave to be cashed out, the payment to be made (which must not be less than that which would have been payable had the Employee taken the leave at the time of the payment) and the date that the payment will be made; and
 - (ii) be signed by the Company and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian.

15.6. Excess leave management

The following table indicates the amount of annual leave (inclusive of public holiday credits) which Employees may accumulate at any time, above which the amount will be classified as excess leave:

Type of shift	Maximum accumulated leave (hours)
Day work	300
1x7 shift	348
2x12 shift	451

Unless specific arrangements have been agreed to by the Company and the relevant Employee, the following process shall apply to excess leave:

- (a) The Employee will be notified by his or her immediate manager that his or her leave is in excess and be requested to rectify the situation by submitting an appropriate leave application form(s).
- (b) If the Employee fails to submit the required leave application form(s) within two weeks, the immediate manager will warn the Employee in writing of the requirement to act accordingly.
- (c) Should the Employee fail to submit the required leave application form(s) after a further four weeks has passed, and provided that the Employee is given a minimum of one month's advance notice, the section manager may require the Employee to take the amount of leave in excess.

15.7. Payment on termination or resignation

On termination of employment, Employees will be paid for any untaken annual leave (and any pro rata leave accrued) at their salary rate, provided that to the extent permitted by law any debts owing to the Company will be offset against any payment in lieu of annual leave.

16. PERSONAL / CARER'S LEAVE

- 16.1. An Employee (other than a casual Employee) may take paid personal/ carer's leave if the leave is taken:
 - (a) because the Employee is unfit for work because of a personal illness or

personal injury affecting the Employee;

- (b) due to the Employee being unfit for work because of a personal Reproductive Health related illness or injury affecting the Employee. Reproductive health and wellbeing is defined as any needs relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy and pregnancy terminations; or
- (c) to provide care or support to a member of the Employee's household or immediate family, who requires care or support because of:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.

16.2. For the purposes of this Agreement:

- (a) 'immediate family' includes a spouse, child, parent, grandparent, grandchild or sibling of the Employee, or a child, parent, grandparent, grandchild, or sibling of a spouse of the Employee;
- (b) 'spouse' includes a former spouse, de facto partner, and former de facto partner;
- (c) 'de facto partner' means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
- (d) 'child' includes an adopted child, step-child, ex-nuptial child, and adult child; and
- (e) 'parent' includes a foster parent and step-parent.

16.3. Entitlement to personal / carer's leave

Full-time Employees shall be credited 96 hours of personal/carer's leave on engagement and accrue further personal/carer's leave at the rate of:

- (a) 96 hours per year for the first four years of service; and
- (b) 120 hours per year beyond the fourth year of service.

Part-time Employees are entitled to personal/carer's leave on a pro rata basis.

Personal/carer's leave accrues progressively throughout the year and is cumulative from year to year, however any unused portion is not payable upon termination of employment.

Employees (including casual Employees) are entitled to unpaid carer's leave in accordance with the NES.

16.4. Payment

Payment for periods of paid personal/carer's leave will be at the Employee's salary rate at the time the leave is taken.

16.5. Conditions - personal leave

An Employee shall be entitled to paid leave of absence up to the accumulated period of personal/carer's leave applicable without loss of pay, subject to the following

conditions and limitations:

- (a) An Employee shall not be entitled to paid personal leave for any period in respect of which the Employee is entitled to workers' compensation.
- (b) An Employee shall inform the Company of the taking of personal leave and the expected period of that leave as soon as reasonably practicable (which may be a time after the leave has started).
- (c) An Employee who has given the Company notice of the taking of personal leave must, if required by the Company, give the Company evidence that would satisfy a reasonable person (such as a medical certificate, certificate of attendance or statutory declaration, particularly where a medical certificate could not be obtained) that the leave is taken because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee, except that for an absence of up to two days no evidence is required if such absences do not exceed one week in the aggregate in any one year of service.

The reference to 'one week in the aggregate' in relation to personal leave without evidence shall mean:

Type of shift	One week in the aggregate
Day work	Five work days
1x7 shift	Five shifts
2x12 shift	Four shifts

- (d) In the event that an ill or injured Employee exhausts his or her personal leave, the following provisions will be available (in no particular order):
 - (i) the Company shall consider granting special paid leave;
 - (ii) If an employee has exhausted their paid leave or time off in lieu entitlements, the Company will consider granting the Employee unpaid leave;
 - (iii) the Employee may access annual leave and/or long service leave in place of personal leave;
 - (iv) the Company may find temporary alternative employment for the Employee within the Company; and
 - (v) the Employee may access provisions of the superannuation fund or AGL's salary continuance insurance.
- (e) Beyond this, Company management, the relevant Employee(s) and/or their union(s) will confer on how further assistance may be granted to the Employee.
- (f) Where an Employee displays a consistent pattern of absenteeism, or chronic absenteeism, which could be regarded by a reasonable person as unsatisfactory, the appropriate manager (or his or her delegate) will meet with the Employee and his or her representative (as nominated by the Employee) and discuss the issues that may be causing the Employee's absenteeism. As a result of this meeting, the Employee may be required to:
 - (i) furnish a satisfactory medical certificate or a letter of support from a registered health practitioner in respect of any or all leave absences. This requirement will be reviewed if the employee's pattern of

absenteeism improves; or

- (ii) be examined by an independent registered health practitioner nominated by the Company. In such cases, the examination shall count as time worked and associated expenses will be paid by the Company.
- (g) Employees that have been absent from work on account of personal illness or injury shall be deemed fit for work in the absence of evidence to suggest that their return to work poses a risk to the health and safety of themselves or their fellow workers.

16.6. Conditions - carer's leave

- (a) The Employee must provide the Company evidence that would satisfy a reasonable person (such as a medical certificate, certificate of attendance or statutory declaration) that the leave is taken because the Employee's immediate family member or household member had, has or will have a personal illness or injury or an unexpected emergency and that the illness or injury is such as to require care by another or, where applicable, that the unexpected emergency affected the person requiring care during the period.
- (b) The Employee must, as soon as practicable (which may be a time after the leave has started), give his or her supervisor/manager notice of the taking of carer's leave and the period, or expected period, of the leave.
- (c) An Employee who has exhausted his or her paid personal/carer's leave entitlement is entitled to up to two days' unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires the care or support of the Employee because of personal illness, injury, or an unexpected emergency.
- (d) Employees also have the option of using annual leave, unpaid leave, or time off in lieu of overtime for carer's leave purposes.

17. PARENTAL LEAVE

17.1. General

- (a) An Employee with 12 months of continuous service is entitled to 12 months of unpaid parental leave if the leave is associated with the birth of a child of the Employee or the Employee's spouse or de facto partner, or the placement of a child of up to 16 years with the Employee for adoption, and the Employee has or will have a responsibility for the care of the child (provided the Employee has complied with the relevant notification and documentation requirements).
- (b) An Employee may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial 12-month parental leave period. The request must be in writing and given to the Company at least four weeks before the end of the initial parental leave period. The Company may only refuse the request on reasonable business grounds.
- (c) An Employee's employment contract shall not be terminated on the grounds of pregnancy or the Employee's absence on parental leave.
- (d) An Employee returning to work after the expiration of parental leave shall be entitled to the position which he or she held immediately before proceeding on parental leave. Where the position no longer exists, the Employee shall be placed in a position for which he or she has the appropriate skills and

qualifications, at a level no less than and at no less pay to that of the former position. In the case of an Employee who was transferred to a safe position or commenced working part-time due to her pregnancy prior to commencing parental leave, the Employee is entitled to return to the position which she held immediately before being transferred to a safe position or commencing part-time work respectively.

- (e) Once parental leave has commenced, the Employee may extend or shorten the period of unpaid parental leave by giving written notice at least 14 days in advance.
- (f) An Employee who has not completed at least 12 months of continuous service with the Company immediately before the expected date of birth or placement may apply for a period of leave without pay. The Company may approve such leave at its discretion.
- (g) Any period of paid leave or part-time employment taken in conjunction with leave granted under this clause shall be counted as continuous service with the Company.
- (h) During unpaid parental leave of up to and including 150 hours, personal/ carer's leave, annual leave, and long service leave entitlements continue to accrue. During unpaid parental leave absences in excess of 150 hours, personal leave, annual leave, and long service leave entitlements shall cease to accrue for the total period of the unpaid absence. An Employee is required to sign an agreement regarding superannuation payments prior to commencing unpaid parental leave in excess of 150 hours.
- (i) Subject to the part-time provisions of this Agreement, an Employee may work part-time to meet parental responsibilities and/or a pregnant Employee may work part-time where this is necessary or desirable because of her pregnancy.

17.2. Paid primary carer leave

- (a) An Employee who assumes the principal role of providing care and attention to the child:
 - (i) shall be granted primary carer leave on full pay for a period of 504 hours (14 weeks) or half pay for a period of 1008 hours (28 weeks). The period of leave shall commence six weeks prior to the expected date of delivery, unless the pregnant Employee provides written documentation from her medical practitioner to certify the time to which she may safely and productively work. If the birth occurs more than six weeks prior to the expected date of delivery, the period of leave shall commence from the actual date on which the Employee first proceeds on paid primary carer leave; and
 - (ii) may be granted periods of annual leave and/or long service leave taken in conjunction with the parental leave and/or leave without pay following parental leave, subject to a maximum period of two years' absence in accordance with clause 17.1, including paid primary carer leave.
- (b) Any public holiday or other statutory holiday which may fall within the period of paid primary carer leave shall be counted as a day of such paid primary carer leave.
- (c) Absences on paid primary carer leave shall count as service for personal leave, annual leave and long service leave purposes.

- (d) Where the pregnancy of an Employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under clause 17.2 shall cease.
- (e) Where, in the opinion of a registered medical practitioner, illness or risks arising out of pregnancy, or hazards connected with the work assigned to a pregnant Employee, make it inadvisable for her to continue at her present job, she shall, where practicable, be transferred without loss of pay or conditions to an appropriate job that is without the above or other unacceptable risks/hazards, until the commencement of parental leave.
- (f) Paid leave will be provided where a registered medical practitioner is of the view that illness or risks arising out of a pregnancy, or hazards connected with the job, make it inadvisable for a pregnant Employee to continue in her current position and it is not practicable for the Employee to be transferred to a safe job.
- (g) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary or paid personal leave entitlements.
- (h) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, a pregnant Employee may take any paid personal leave to which she is entitled in lieu of or in addition to special maternity leave.
- (i) Where a pregnant Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled, and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

17.3. Paid partner leave

An Employee who has completed at least 12 months' service with the Company immediately before the expected date of birth and who makes a statutory declaration that he or she is the partner of the primary carer of the child shall be granted leave of absence on full pay for a cumulative period of paid partner leave of two weeks, provided that such paid partner leave shall commence not more than:

- (a) one week prior to the expected date of the birth of the child; or
- (b) six weeks after the birth of the child.

Absence on paid partner leave shall count as service for personal / carer's leave, annual leave, and long service leave purposes.

17.4. Paid adoption leave

An Employee who has 12 months' service with the Company immediately before the placement date of a child aged up to five years with the Employee and who makes a statutory declaration that he or she is the adoptive parent of, or has accepted responsibility for the care of, a child shall be granted paid leave in accordance with the provisions in clauses 17.2 and 17.3 above, provided that such paid adoption leave shall commence within three weeks of the placement date of the child.

Absence on paid adoption leave shall count as service for personal / carer's leave, annual leave, and long service leave purposes.

An Employee who is seeking to adopt a child shall be eligible for up to two days' leave without pay to attend compulsory interviews or examinations that are part of the

adoption procedure.

18. LONG SERVICE LEAVE

18.1. General

'LSL' means long service leave unless otherwise specified.

For the purposes of LSL, 'service' means continuous employment with the State Electricity Commission of Victoria, Generation Victoria, Loy Yang Power Ltd, Loy Yang Power Management Pty Ltd and the Company without a termination of engagement and includes:

- (a) service with the Defence Forces which interrupts otherwise continuous employment;
- (b) any period spent on loan to other employers;
- (c) any period of approved leave without pay up to six months;
- (d) any period of absence as a result of an injury by accident arising out of and in the course of employment up to 130 weeks;
- (e) any period which the Company may declare in respect of any Employee to be additional service, and that Employee's service shall be considered to include the period so declared (eg Company scholarship holders who, on completion of the scholarship, become Employees would have the period of the scholarship treated as additional service);

provided that:

- (i) when leave of absence from work is approved without pay, any period of such absence shall not break the continuity of the employment as referred to in the definition of service; and
- (ii) any absence from work without the approval of the Company shall not count as service and as such will result in the extension of the due date.

18.2. Entitlement to long service leave

Employees are entitled to paid LSL as follows:

- (a) on completion of seven years' service, 9.1 weeks' LSL; and
- (b) on completion of each additional year of service, 1.3 weeks' LSL.

18.3. Payment

Except as stated in clause 18.4(c), payment of salary during LSL shall be at the Employee's ordinary rate of pay as if he or she had continued working, provided that any variation in the rate of pay shall be taken into account from time to time as it occurs.

An Employee receiving an allowance on a continuous basis, with the exception of availability allowance, shall continue to receive the allowance during absences on LSL.

If desired by the Employee concerned, payment for LSL shall be made in advance at the ordinary rate of pay applicable on the day when the LSL is commenced, provided that where payment for LSL is made in advance, any variation in the rate of pay occurring during the absence on LSL will be adjusted at the conclusion of the period of LSL. Payment in advance will not be made prior to the LSL becoming due.

Payment in lieu of LSL will not be made except to give effect to clauses 18.4(c) and/or 18.5.

18.4. Conditions

- (a) Applications for LSL must be made on the prescribed hard copy or electronic form preferably one month before the date on which it is desired to commence the LSL and must be approved by the appropriate manager before the LSL is taken.
- (b) Applications for LSL shall be processed such that applicants receive confirmation of the granting or rejection of the application within 10 working days of the prescribed application form being submitted.
- (c) Unless otherwise approved by the Company, any period of absence on LSL shall be not less than two weeks and shall be in respect of not less than two weeks of the Employee's accrued entitlements.
- (d) An Employee may, upon notifying the Company before the LSL is commenced, convert the period of his or her LSL credit or part thereof which the Employee is taking into:
 - (i) a period of LSL equal to double the period of the LSL credit or part thereof that the Employee desires to take, with half the ordinary rate of pay for the period of approved absence;
 - (ii) a period of LSL equal to half the period of the LSL credit or part thereof that the Employee desires to take, with double the ordinary rate of pay for the period of approved absence; or
 - (iii) such other period of LSL between half and double the period of the LSL credit as may be authorised by the Company, with an proportionate variation in the ordinary rate of pay for the period of approved absence.
- (e) Any public holiday to which an Employee is entitled that occurs during the period of LSL shall not be regarded as part of the LSL.
- (f) All forms of leave will accrue in respect of the period absent on LSL.

18.5. Payment on termination or resignation

Should an Employee have an LSL entitlement at the time that employment is terminated, payment in lieu of LSL will be made at the ordinary rate of pay applicable on the day when employment is terminated.

Any Employee whose service is terminated by retirement on account of age and who had completed at least three years' service but less than seven years' service shall be entitled to pro rata LSL on the basis of such service.

If an Employee's service is terminated due to total and permanent disablement or by death, payment in lieu of LSL at the ordinary rate of pay will be made to the Employee or his or her estate for:

- (a) pro rata LSL if the Employee had not completed seven years' service; or
- (b) any LSL to which the Employee had become entitled and which had not been taken.

Pro rata LSL entitlement on termination of employment will be calculated to the nearest day instead of on a basis of completed years.

To the extent permitted by law, any debts owing to the Company will be offset against the payment in lieu of LSL.

18.6. Personal / carer's leave during LSL

Personal/ carer's leave will be granted to Employees absent on LSL provided that a satisfactory medical certificate from a registered health practitioner is produced as follows:

- (a) for periods of absence less than 13 weeks - for any period of one working day or shift or more; and
- (b) for periods of absence of 13 weeks or more - for any period of five working days or shifts or more.

An equivalent period of LSL shall be re-credited or the Employee's period of absence extended.

19. COMPASSIONATE LEAVE

19.1. Entitlement to compassionate leave

Compassionate leave is available for Employees who need leave to spend time with a member of the Employee's household or immediate family who is suffering from a life-threatening illness or injury, or after the death of a member of the Employee's household or immediate family.

The definition of 'immediate family' shall be in accordance with clause 16.2 and includes sibling-in-law.

Employees are entitled to a period of five days' compassionate leave for an occasion relating to a parent, child or spouse of the Employee, and two days' compassionate leave on each other occasion. Individual cases in which this limit may operate harshly will be considered on their merits in respect to additional compassionate leave.

The entitlement to compassionate leave is also available for an Employee on annual leave or long service leave.

Compassionate leave does not accrue and is not payable upon termination of employment.

19.2. Payment

Payment for compassionate leave will be at the Employee's salary rate. For casual Employees, compassionate leave is unpaid leave.

20. COMMUNITY SERVICE LEAVE

An Employee may be eligible for community service leave in accordance with the NES at a minimum.

20.1. Jury duty

Employees called for jury service shall be granted leave without loss of pay. Any Employee required to attend for jury duty on an SDO or RDO shall be granted the equivalent time off to be taken as soon as possible after the attendance for jury duty.

21. SPECIAL LEAVE

21.1. Attendance at court

Employees subpoenaed to attend court as Crown witnesses shall be granted leave

without loss of pay.

Any Employee required to attend court as a Crown witness on an SDO or RDO shall be granted the equivalent time off to be taken as soon as possible after the attendance at court.

Employees subpoenaed to attend court as other than Crown witnesses will be granted:

- (a) leave without pay or, at their option and provided that they have sufficient leave accrued, annual leave for the period involved; and/or
- (b) leave without loss of pay where such Employees are required to give evidence because of their expertise in connection with their employment by the Company.

21.2. Attendance at WorkCover cases

Employees who are required to attend WorkCover cases on behalf of the Company shall be regarded as being on duty for the period concerned. In the case of shift workers required to attend on an RDO, arrangements shall be made to grant a shift in lieu of payment for attendance on that day (unless the duration of attendance is one hour or less, in which case half a shift shall be granted).

21.3. Defence Force Reserves

Employees undergoing Defence Force training shall be granted leave without loss of pay of two weeks per year, with an additional week being granted upon certification of the commanding officer of the particular service unit if required.

21.4. Infectious disease

An Employee who is certified by a registered health practitioner as suffering from a curable infectious disease and requires isolation from the workplace while treatment is undertaken may, when his or her personal leave accrual is exhausted, be granted additional leave to bring the total of personal leave and additional leave to seven and a half months' leave on full pay.

On resumption of duty, an Employee's normal personal leave accrual shall not be less than 200 hours on full pay.

The maximum additional leave without loss of pay that any Employee can receive in respect of such absences is seven and a half months.

21.5. Medical donors

On production of evidence of attendance, leave without loss of pay shall be granted to Employees who are registered:

- (a) blood donors - for the time lost donating blood during working hours;
- (b) organ donors - for the time lost donating organs during working hours; and/or
- (c) with the Australian Bone Marrow Donor Registry - for the purposes of undergoing bone marrow donation procedures during working hours.

22. DOMESTIC AND FAMILY VIOLENCE LEAVE

Employees are entitled to unpaid family and domestic violence leave in accordance with the NES.

In addition, Employees are entitled to up to 10 days' paid family and domestic violence leave. The taking of such leave will be in accordance with the Company's

family and domestic violence leave policy as in force and varied from time to time (which is not a term of this Agreement).

23. WORKGROUP-SPECIFIC LEAVE PROCEDURES

Procedures for the making and approval of leave allocations (including, where appropriate, the use of a leave preference system to share the taking of leave during peak leave periods) shall be agreed between Company management, the relevant Employee(s) and/or their union(s) for each workgroup. The agreed systems shall only be changed after consultation and agreement between Company management, the relevant Employee(s) and/or their union(s), and agreement will not be unreasonably withheld.

The 'agreed systems' at the commencement of this Agreement are the current systems in place and these are documented in the leave allocation system policy documents, the *AGL Loy Yang Leave Allocation System Policy Document* and the *Station Operations Leave Allocation Procedure*. The agreed systems will remain in place unless an alternative is agreed in accordance with this clause.

24. PUBLIC HOLIDAYS

24.1. General

Public holidays shall be determined in accordance with the following:

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day shall be observed as public holidays.
- (b) When Christmas Day is a Saturday or Sunday, a substitute public holiday in lieu thereof shall be observed on 27 December unless government declares or proclaims an additional public holiday, whereupon subclause (g) below applies.
- (c) Notwithstanding the provisions of this clause, an Employee who works on 25 December shall be entitled to payment as prescribed for public holiday work, including the appropriate minimum payment for call back where applicable.
 - (i) Provided that where 25 December falls on a Saturday or Sunday and another day is substituted as a holiday for 25 December, then an Employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the Employee works on that day.
 - (ii) The payment for duty on the said substituted day shall be in accordance with clause 7 for overtime.
- (d) When Boxing Day is a Saturday or Sunday, a substitute public holiday in lieu thereof shall be observed on 28 December unless government declares or proclaims an additional public holiday, whereupon subclause (g) below applies.
- (e) When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a substitute public holiday in lieu thereof shall be observed on the next work day, unless government declares or proclaims an additional public holiday, whereupon subclause (g) below applies.
- (f) Where a public holiday is moved to a substitute day, and that substitute day is an SDO, the SDO shall be moved to the next work day or another day agreed by Company management, the relevant Employee(s) and/or their union(s).

Further, where an additional public holiday is declared or proclaimed on a day that is an SDO, the SDO shall be moved to the next work day or another day agreed by Company management, the relevant Employee(s) and/or their union(s).

- (g) Where in the State of Victoria, public holidays are declared or proclaimed on days other than those set out in subclause (a) above, those days shall constitute additional public holidays. In such cases, all Employees shall be entitled to time off without loss of pay.
- (h) Public holidays shall be treated as the 24 hours from midnight to midnight.

24.2. Day work Employees

Day work Employees shall be entitled to time off without loss of pay for all public holidays created in accordance with clause 24.1.

The Company may request an Employee to work on a public holiday. An Employee may refuse the request if the request is not reasonable or if the refusal is reasonable.

Day work Employees shall be remunerated at the rate of double time and a half for all work performed on a public holiday.

Where work is performed on a public holiday and payment is due, one day off in lieu may be substituted for a portion of the payment due with the balance of the payment being made in money where at least a normal day is worked.

24.3. Shift work Employees

(a) Standard public holidays

Shift work Employees shall not be entitled to any additional payment in respect of public holidays created under clauses 24.1(a) to 24.1(e), except where overtime is worked, in which case the Employee shall be remunerated at the overtime rate of double time and a half for the overtime worked on a public holiday.

(b) Additional public holidays

With respect to public holidays created under clause 24.1(g), shift work Employees shall be entitled to the following in addition to their normal pay:

- (i) A shift work Employee who is rostered off shall, at the discretion of the Employee, be entitled to:
 - (A) an additional eight hours' pay at the annualised rate; or
 - (B) eight hours' leave credit in lieu thereof.
- (ii) A shift work Employee who was rostered off but works overtime on the public holiday shall, at the discretion of the Employee, be entitled to:
 - (A) in respect of the public holiday, an additional eight hours' pay at the annualised rate or eight hours' leave credit in lieu of the public holiday; and
 - (B) in respect of the overtime, double time and a half for all time worked.
- (iii) A shift work Employee who is rostered on and works ordinary time on such public holiday shall, at the discretion of the Employee, be entitled to:
 - (A) a leave credit of one shift and an additional half shift's pay at

the annualised rate; or

(B) a leave credit of one and a half shifts.

- (iv) By mutual agreement between an Employee and his or her supervisor/ manager, a shift work Employee who would normally be rostered for duty on a shift which falls on such a public holiday may observe the public holiday without loss of pay.

24.4. Employees on availability duty

An Employee rostered for availability duty on a public holiday (defined under clause 24.1) shall receive, in addition to his or her normal day's pay and a public holiday credit, payment at the rate of:

- (a) time and a half for all work performed within his or her normal hours; and
- (b) double time and a half for all overtime worked outside of his or her normal hours;

provided that if no payments are made under clause 24.1(a), the Employee shall have the option of taking a day's pay in lieu of the public holiday credit.

25. ACCIDENTS AND INJURY

25.1. Work-related injury

The Company shall ensure that Employees who have suffered a work- related injury are not financially disadvantaged in terms of their annualised salary under the following terms and conditions.

(a) WorkCover make-up pay

The Company will make-up the pay for Employees who suffer a work- related injury, and who are receiving WorkCover benefits, to the pre-injury normal weekly pay, for an absence of up to 130 weeks for any one individual injury, on the basis that the Employee continues to actively participate in the Company rehabilitation program.

In the event of an Employee being absent as a result of a work-related injury for a period that exceeds 130 weeks, then a joint review between Company management and the relevant union(s) and/or their nominees, starting no later than week 126 of the absence, will be conducted to determine what actions may be taken by way of any additional assistance.

Provided that an Employee continues to actively participate in the Company rehabilitation program, then the Company will continue to make- up the pay for that Employee.

(b) Pre-injury normal weekly pay

For the purpose of this clause, the 'pre-injury normal weekly pay' shall be in accordance with the Employee's pre-injury classification, pay stream and level and include those extra payments, salary increases and allowances payable in accordance with this Agreement.

(c) Out of pocket expenses

The Company shall ensure that the WorkCover insurer reimburses Employees for all recognised out of pocket expenses related to the injury in accordance with the *Accident Compensation Act 1985* (Vic), *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or successor(s).

(d) Superannuation

Superannuation benefits and Company contributions shall not be diminished by virtue of an Employee being on WorkCover payments.

25.2. Journey accident cover

Where an Employee is injured as a result of an accident either on the way to work or on the way home from work which causes the Employee to incur time off work, the Company shall provide the Employee paid leave for up to 130 weeks, at the Employee's pre-injury normal weekly pay.

Should the Employee receive Transport Accident Commission or WorkCover payments, the Company shall only be required to pay the Employee the difference between those payments and the Employee's pre- injury normal weekly pay.

26. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

26.1. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of a term of this Agreement if:

- (a) the individual flexibility arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates; and/or
 - (iii) allowances; and
- (b) the individual flexibility arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters listed in paragraph (a); and
- (c) the individual flexibility arrangement is genuinely agreed to by the Company and the Employee.

26.2. The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement were made.

26.3. The Company must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Company and the Employee;
- (c) is signed by the Company and the Employee and, if the Employee is under 18 years of age, a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the term(s) of the Agreement that will be varied by the individual flexibility arrangement;
 - (ii) how the individual flexibility arrangement will vary the effect of the Agreement term(s); and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and

- (e) states the day on which the individual flexibility arrangement commences.
- 26.4. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 26.5. The Company or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days' written notice to the other party; or
 - (b) if the Company and Employee agree in writing, at any time.
- 27. **CONSULTATION**
- 27.1. This term applies if:
 - (a) the Company proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on Employees;
 - (b) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees; or
 - (c) another clause in this Agreement requires that a matter (for the purpose of this clause, 'the change') be the subject of consultation between the Company, Employee(s) and/or their union(s). (a)
- 27.2. As soon as practicable, the Company must discuss with the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) the introduction of the change and the effect the change is likely to have on the Employees. The Company must discuss measures to avert or mitigate any adverse effect of the change on the Employees.
- 27.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 27.4. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee(s) advise the Company of the identity of the representative;
 the Company must recognise the representative.
- 27.5. For the purposes of the discussion, the Company will provide the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) in writing:
 - (a) all relevant information about the change including the nature of the change proposed;
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.
 However, the Company is not required to disclose confidential information.
- 27.6. In relation to any change about rosters or ordinary hours of work, the Company must invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 27.7. The Company must give prompt and genuine consideration to matters raised by the relevant Employees about the proposed change, including any impact the change will have on the Employees' family or caring responsibilities.

27.8. In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation, or size of the Company's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

27.9. The parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

27.10. In this clause, 'relevant Employees' mean the Employees who may be affected by the change.

27.11. For the avoidance of doubt, except as specifically provided for in this Agreement, this clause does not allow the Company to vary matters expressly provided within this Agreement.

28. DISPUTE RESOLUTION PROCEDURE

28.1. Initial process

- (a) In the event of any dispute arising as to the interpretation or application of this Agreement, or any matter arising in the course of employment, including matters in relation to the NES, the following procedure will apply:

STEP 1 The matter will in the first instance be discussed between the Employee(s) and the immediate supervisor involved.

If the matter remains unresolved:

STEP 2 It will be referred for discussion between the Employee's representative (as nominated by the Employee) and the Company's representative.

If the matter remains unresolved:

STEP 3 It will be referred for discussion between the appropriate union official or other Employee representative (as nominated by the Employee) and the Company's representative.

If the matter remains unresolved:

STEP 4 It may be referred to the Fair Work Commission (**FWC**) for conciliation or arbitration (in accordance with clause 28.2).

- (b) Either party may refer the dispute to the FWC at any stage of the dispute in the interest of speedy resolution of the dispute.
- (c) During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings

before the FWC), normal work shall continue, unless the performance of normal work would place at risk the health or safety of the Employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph.

- (d) 'Normal work' means the work normally performed by an Employee. In circumstances where there is a dispute concerning proposed changes, the work or management practices in place immediately before the introduction of those changes will remain in place until resolution of the matter under this dispute resolution procedure.

28.2. Final step process

- (a) Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, the FWC may resolve the dispute by arbitration. Either party may be represented during this process.
- (b) In exercising its role under this clause, the FWC shall exercise any of its powers under the *Fair Work Act 2009* (Cth), and in accordance with this dispute resolution procedure, any additional powers it finds are necessary to effectively resolve the matter in dispute.
- (c) It is a term of this Agreement that the parties will be required under this dispute resolution procedure to:
 - (i) attend conciliation conferences and hearings;
 - (ii) produce relevant documents and other material (subject to appropriate safeguards for commercial-in-confidence documents); and/or
 - (iii) make available any witness that the FWC believes is reasonably necessary.
- (d) Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause.
- (e) Where the FWC has issued a decision, determination, or direction under this clause, it shall be final and binding on the parties to this Agreement, subject to a review process in accordance with clause 28.3.

28.3. Review process

- (a) A party may seek a review of the FWC's decision within seven days of receipt of the decision or the provision of reasons for the decision, whichever comes later.
- (b) An application for a review of the FWC's decision will be provided to the parties and the FWC in writing, detailing the grounds for review.
- (c) Unless agreed otherwise by the parties to the dispute, the review will be conducted according to the principles applying to an appeal under the *Fair Work Act 2009* (Cth), including where a stay is sought.
- (d) The parties to the dispute and the review panel of the FWC will use their best endeavours to ensure that the review process is expedited.
- (e) The decision of the review panel of the FWC is final, subject to any other legal right of appeal or review that might exist.

28.4. Costs and expenses

Where a matter has been notified pursuant to this clause, the Company shall provide leave without loss of pay for any Employee directly involved in the preparation of the case or required as a witness. In the event that the parties to the dispute fail to agree on the identity or number of Employees who qualify under this clause, the question shall be determined by the FWC as part of this clause.

Each party to the dispute will meet their own costs.

29. RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES (INCLUDING WORKPLACE DELEGATES)

- 29.1. This clause 29 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: In accordance with section 350C(4) of the Act, the Company is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Company has complied with clause 29.

- 29.2. The rights and obligations under this clause 29 apply to all appointed Employee Representatives.
- 29.3. An Employee will be recognised as an Employee Representative if:
- (a) appointed or elected as a union workplace delegate in the workgroup in which he or she is employed and the Company in accordance with clause 29.4; or
 - (b) the Employee has been nominated by a workgroup or individual Employee to be their representative and the Company has been notified of this nomination.

29.4. Appointment of workplace delegates

In this clause 29:

- (a) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.

Before exercising entitlements under clause 29, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

29.5. Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;

- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

29.6. Entitlement to reasonable communication

A workplace delegate may communicate with eligible employees:

- (a) for the purpose of representing their industrial interests under clause 29.5. This includes discussing membership of the delegate's organisation and representation with eligible employees;
- (b) during working hours (provided such time is reasonable) or work breaks, or before or after work.

29.7. Entitlement to reasonable access to workplace facilities

The Company must provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

The Company is not required to provide access to or use of a workplace facility under this clause 29.7 if:

- (f) the workplace does not have the facility;
- (g) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (h) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

29.8. Entitlement to reasonable access to training

The Company will provide leave without loss of pay of up to maximum of five days / shifts per calendar year for the purpose of attending union training to a workplace delegate providing that operational requirements permit the granting of such leave. However, leave of absence on full pay for such purpose in excess of five days / shifts and up to 10 days / shifts may be granted in any one calendar year subject to the total leave being granted in that year and the subsequent year not exceeding 10 days/shifts. However, the total number of shifts each year shall not exceed 20 days/shifts per union. Union training leave shall count as service for all purposes. The Company will not be liable for payment of travel, accommodation, and other costs incurred by Employees while attending union-sponsored courses.

The leave referred to in this clause 29.8 is conditional upon:

- (a) the Employee providing the Company with at least two weeks' notice of the date(s) that he or she will be required to be absent from the workplace and, if requested by the Company, reasonable evidence
- (b) of attendance at the event for which leave is taken;
- (c) a right by the Company to refuse the leave where it cannot be reasonably accommodated by the business; and
- (d) payments for attendance only occurring for time spent at events during the Employee's normal working hours. Additional payment will not be made for time spent at events outside of the normal time rostered for work.

29.9. Exercise of entitlements

- (a) A workplace delegate's entitlements under this clause 29 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) A workplace delegate will be expected to:
 - (i) recognise that work activities, as directed by their leader, take priority;
 - (ii) perform the normal duties of the role for which he or she has been employed; and
 - (iii) seek leave of absence from his or her leader to perform any duties associated with his or her role as a workplace delegate.
- (c) Where a workplace delegate is required to attend the activities in clauses 29.5 to 29.7 during their work hours, this will take in to account fatigue management issues. This shall also apply to an Employee selected by Company management to attend such meetings.
- (d) Clause 29 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (e) Clause 29 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the Company must not:

- unreasonably fail or refuse to deal with a workplace delegate; or
- knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 29.

29.10. Rights of Employee Representatives (other than workplace delegates)

An Employee Representative who is not a workplace delegate will have the same rights set out in clauses 29.5 to 29.7 and responsibilities set out clause 29.9 in respect

of the Employees they represent.

Requests for training opportunities by Employee Representatives who are not workplace delegates will be considered by the Company as requested by the individual Employee.

30. FACILITIES, HEALTH AND SAFETY AND PRIVACY

30.1. Facilities

The Company shall provide clean and hygienic meal and rest break facilities for Employees to store food and drink, eat and heat meals, and make hot drinks. The Company will provide milk, sugar, tea, Milo, chilled drinking water and coffee (decaffeinated and regular) in such facilities.

30.2. Health and safety

- (a) The parties remain committed to continually improving health and safety performance and, as such, will continue to participate in a cooperative manner towards this aim. The Company acknowledges that it is bound by the *Occupational Health and Safety Act 2004 (Vic)* as amended or replaced.
- (b) The Company shall ensure that an effective emergency response capability is on site at Loy Yang at all times.
- (c) Where an Employee is required as part of his or her duties or is selected to undertake training in First Aid level 2 (including refresher training as required) and the use of a defibrillator, the Company will pay for such training.
- (d) All Employees that are required, as part of their duties, to operate or perform work on electrical switchgear or apparatus shall as a minimum be trained in cardio-pulmonary resuscitation and the use of a defibrillator annually.
- (e) There shall be a permit committee which includes Employee representatives to discuss permit issues.
- (f) The Company has policies with respect to fatigue and drugs and alcohol, and any substantive change to these policies will be subject to consultation in accordance with clause 27.

30.3. Employee privacy

Employees shall be advised as to when and where any security camera or card system is installed and of any changes to the location of such devices. Such devices shall only be utilised for disciplinary purposes where there is probable cause.

31. WORK ARRANGEMENTS

31.1. Station Operations

The staffing system for station operations is set out in the document titled AGL Loy Yang Station Operations Staffing Levels which is dated September 2017. This document may be changed by agreement between Company management, the relevant Employees, and/or their union(s), and agreement will not be unreasonably withheld. Where agreement cannot be reached, the matter can be resolved through the dispute resolution procedure under this Agreement, taking into consideration factors including occupational health and safety, fatigue, access to breaks, skills, and operational needs.

31.2. Mine

The current system for allocating rostered personnel to posts in the mine is set out in

the policy document updated in September 2024. That document may be changed by agreement between Company management, the relevant Employees, and/or their union(s), and agreement will not be unreasonably withheld. Where agreement cannot be reached, the matter can be resolved through the dispute resolution procedure under this Agreement, taking into consideration factors including occupational health and safety, fatigue, access to breaks, skills, and operational needs.

32. LEAVE PREFERENCE POLICY

32.1. Station Maintenance, Chemical Laboratory and Warehouse Workgroups

A leave preference system will be developed and implemented within six months from the commencement of this Agreement. This system will ensure access to leave is shared, on a rotational basis, especially during peak holiday periods, for the Station Maintenance, Chemical Laboratory and Warehouse workgroups.

The leave preference system will be developed by the Company, the relevant Employee(s) and their union(s). It must be agreed by the parties prior to implementation. If agreement is not reached at the end of the six-month period, then it will be referred to the Fair Work Commission for conciliation and if conciliation fails merits arbitration.

The leave preference system can be updated from time to time with the agreement of the relevant Employee(s) and their union(s).

33. TRANSITION TO CLOSURE

33.1 AGL Loy Yang will transition to closure in the future. AGL Loy Yang recognises the impact of any future closure of AGL Loy Yang assets on its employees. AGL Loy Yang is committed to treating people fairly and respectfully as we navigate our industry's transition to low carbon generation.

AGL Loy Yang will work with employees, unions, and government to help develop skills and capabilities required for new and existing industries with the aim that the transitioning energy sector is supported by a skilled workforce.

To assist in mitigating the impact of closure, AGL Loy Yang will establish a transition working group comprising representatives of AGL Loy Yang management, elected employee representatives and relevant unions to propose ideas and opportunities for consideration in developing a transition program that is inclusive of all employees.

This working group will be a forum in which AGL Loy Yang will consult to develop a plan and implement a program for employee transition site wide.

This group will regularly meet with AGL Loy Yang site employees and unions, seeking feedback as they progress with the development of the AGL Loy Yang employee transition program.

For clarity, 'closure' means when AGL Loy Yang A Power Station permanently ceases generating electricity and closure of the mine is when AGL Loy Yang permanently ceases extracting coal for electricity generation as declared by AGL Loy Yang.

APPENDIX 1: ANNUALISED SALARIES

A1.1 Pay rates from 3 March 2025

Pay rates from 3 March 2025	Day work		1x7 shift		2x12 shift	
	Station	Mine	Station	Mine	Station	Mine
	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6	Stream 7
ANNUAL SALARY						
Level 16	\$249,621	\$253,061				
Level 15	\$239,867	\$243,556			\$318,843	\$318,843
Level 14	\$220,421	\$223,860			\$284,263	
Level 13	\$210,603	\$213,979			\$271,757	\$286,702
Level 12	\$201,286	\$205,038	\$244,494		\$260,315	\$276,947
Level 11	\$193,845	\$197,095	\$234,926		\$250,747	\$266,442
Level 10	\$185,903	\$189,280	\$225,547	\$249,621	\$240,805	\$256,188
Level 9	\$170,333	\$173,585	\$215,730	\$211,979	\$221,546	\$235,803
Level 8	\$162,141	\$165,455	\$196,533	\$201,786	\$211,979	\$225,547
Level 7	\$150,011	\$153,449	\$181,464	\$186,466	\$196,533	\$209,352
Level 6	\$143,695	\$147,196	\$173,647	\$178,587	\$189,092	\$201,535
Level 5	\$137,380	\$140,819	\$166,395	\$171,146	\$181,401	\$193,032
Level 4	\$130,939	\$134,316	\$158,203	\$163,080	\$173,022	\$184,340
Level 3	\$125,436	\$128,876	\$151,824	\$156,827	\$166,894	\$177,899
Level 2	\$116,369	\$119,621	\$140,256	\$145,008	\$154,700	\$165,205
Level 1	\$111,929	\$114,994	\$134,815	\$139,568	\$148,948	\$159,577
WEEKLY SALARY						
Level 16	\$4,785	\$4,851				
Level 15	\$4,598	\$4,669			\$6,112	\$6,112
Level 14	\$4,225	\$4,291			\$5,450	
Level 13	\$4,037	\$4,101			\$5,209	\$5,495
Level 12	\$3,858	\$3,931	\$4,687		\$4,990	\$5,309
Level 11	\$3,716	\$3,779	\$4,504		\$4,806	\$5,108
Level 10	\$3,563	\$3,628	\$4,324	\$4,785	\$4,616	\$4,911
Level 9	\$3,265	\$3,327	\$4,135	\$4,063	\$4,247	\$4,520
Level 8	\$3,108	\$3,172	\$3,767	\$3,868	\$4,063	\$4,324
Level 7	\$2,876	\$2,942	\$3,478	\$3,574	\$3,767	\$4,013
Level 6	\$2,754	\$2,821	\$3,329	\$3,423	\$3,625	\$3,864
Level 5	\$2,634	\$2,700	\$3,190	\$3,281	\$3,477	\$3,700
Level 4	\$2,510	\$2,575	\$3,033	\$3,126	\$3,316	\$3,534
Level 3	\$2,405	\$2,471	\$2,911	\$3,006	\$3,199	\$3,410
Level 2	\$2,231	\$2,293	\$2,689	\$2,780	\$2,966	\$3,167
Level 1	\$2,146	\$2,205	\$2,585	\$2,675	\$2,855	\$3,059
OVERTIME RATES						
Level 16	\$132.83	\$134.69				
Level 15	\$127.70	\$129.57			\$127.38	\$127.38
Level 14	\$117.32	\$119.10			\$117.32	
Level 13	\$112.05	\$113.87			\$112.05	\$115.31
Level 12	\$107.15	\$109.12	\$107.15		\$107.15	\$110.47
Level 11	\$103.16	\$104.87	\$103.16		\$103.16	\$106.19
Level 10	\$98.93	\$100.72	\$98.93	\$100.72	\$98.93	\$101.96
Level 9	\$90.66	\$92.35	\$94.80	\$92.35	\$90.66	\$93.50
Level 8	\$86.28	\$88.06	\$86.28	\$88.06	\$86.28	\$89.16
Level 7	\$79.80	\$81.66	\$79.80	\$81.66	\$79.80	\$82.69
Level 6	\$76.40	\$78.31	\$76.40	\$78.31	\$76.40	\$79.29
Level 5	\$73.09	\$74.87	\$73.09	\$74.87	\$73.09	\$75.81
Level 4	\$69.65	\$71.44	\$69.65	\$71.44	\$69.65	\$72.32
Level 3	\$66.75	\$68.58	\$66.75	\$68.58	\$66.75	\$69.44
Level 2	\$61.89	\$63.61	\$61.89	\$63.61	\$61.89	\$64.40
Level 1	\$59.48	\$61.14	\$59.48	\$61.14	\$59.48	\$61.91

AGL LOY YANG ENTERPRISE AGREEMENT 2025

A1.2 Pay rates from the first full pay period on or after 10 January 2026

Pay rates from the first pay period on or after 10 January 2026	Day work		1x7 shift		2x12 shift	
	Station	Mine	Station	Mine	Station	Mine
	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6	Stream 7
ANNUAL SALARY						
Level 16	\$262,102	\$265,714				
Level 15	\$251,860	\$255,734			\$334,785	\$334,785
Level 14	\$231,442	\$235,053			\$298,477	
Level 13	\$221,133	\$224,678			\$285,345	\$301,037
Level 12	\$211,350	\$215,290	\$256,719		\$273,330	\$290,794
Level 11	\$203,537	\$206,950	\$246,673		\$263,284	\$279,764
Level 10	\$195,198	\$198,744	\$236,824	\$262,102	\$252,845	\$268,997
Level 9	\$178,850	\$182,265	\$226,516	\$222,578	\$232,623	\$247,593
Level 8	\$170,248	\$173,728	\$206,360	\$211,875	\$222,578	\$236,824
Level 7	\$157,511	\$161,122	\$190,537	\$195,789	\$206,360	\$219,820
Level 6	\$150,880	\$154,556	\$182,330	\$187,516	\$198,546	\$211,612
Level 5	\$144,249	\$147,859	\$174,714	\$179,703	\$190,472	\$202,684
Level 4	\$137,485	\$141,031	\$166,113	\$171,234	\$181,673	\$193,557
Level 3	\$131,707	\$135,319	\$159,415	\$164,668	\$175,239	\$186,794
Level 2	\$122,188	\$125,602	\$147,269	\$152,259	\$162,435	\$173,465
Level 1	\$117,526	\$120,744	\$141,556	\$146,547	\$156,395	\$167,556
WEEKLY SALARY						
Level 16	\$5,024	\$5,094				
Level 15	\$4,827	\$4,902			\$6,418	\$6,418
Level 14	\$4,436	\$4,505			\$5,722	
Level 13	\$4,239	\$4,306			\$5,469	\$5,770
Level 12	\$4,051	\$4,127	\$4,921		\$5,239	\$5,574
Level 11	\$3,902	\$3,968	\$4,729		\$5,047	\$5,363
Level 10	\$3,742	\$3,810	\$4,540	\$5,024	\$4,846	\$5,156
Level 9	\$3,429	\$3,493	\$4,342	\$4,266	\$4,460	\$4,746
Level 8	\$3,263	\$3,330	\$3,955	\$4,061	\$4,266	\$4,540
Level 7	\$3,019	\$3,089	\$3,652	\$3,753	\$3,955	\$4,214
Level 6	\$2,892	\$2,962	\$3,496	\$3,594	\$3,807	\$4,057
Level 5	\$2,765	\$2,835	\$3,349	\$3,445	\$3,651	\$3,885
Level 4	\$2,636	\$2,704	\$3,185	\$3,282	\$3,482	\$3,710
Level 3	\$2,525	\$2,594	\$3,056	\$3,157	\$3,359	\$3,581
Level 2	\$2,343	\$2,408	\$2,824	\$2,919	\$3,114	\$3,326
Level 1	\$2,253	\$2,315	\$2,714	\$2,809	\$2,998	\$3,212
OVERTIME RATES						
Level 16	\$139.47	\$141.43				
Level 15	\$134.09	\$136.05			\$133.75	\$133.75
Level 14	\$123.19	\$125.05			\$123.19	
Level 13	\$117.65	\$119.56			\$117.65	\$121.07
Level 12	\$112.51	\$114.58	\$112.51		\$112.51	\$116.00
Level 11	\$108.31	\$110.11	\$108.31		\$108.31	\$111.50
Level 10	\$103.87	\$105.75	\$103.87	\$105.75	\$103.87	\$107.06
Level 9	\$95.20	\$96.96	\$99.54	\$96.96	\$95.20	\$98.17
Level 8	\$90.59	\$92.47	\$90.59	\$92.47	\$90.59	\$93.62
Level 7	\$83.79	\$85.75	\$83.79	\$85.75	\$83.79	\$86.82
Level 6	\$80.22	\$82.22	\$80.22	\$82.22	\$80.22	\$83.25
Level 5	\$76.75	\$78.61	\$76.75	\$78.61	\$76.75	\$79.60
Level 4	\$73.13	\$75.01	\$73.13	\$75.01	\$73.13	\$75.94
Level 3	\$70.09	\$72.00	\$70.09	\$72.00	\$70.09	\$72.91
Level 2	\$64.98	\$66.79	\$64.98	\$66.79	\$64.98	\$67.62
Level 1	\$62.45	\$64.20	\$62.45	\$64.20	\$62.45	\$65.00

AGL LOY YANG ENTERPRISE AGREEMENT 2025

A1.3 Pay rates from the first full pay period on or after 10 January 2027

Pay rates from the first full pay period on or after 10 January 2027	Day work		1x7 shift		2x12 shift	
	Station	Mine	Station	Mine	Station	Mine
	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6	Stream 7
ANNUAL SALARY						
Level 16	\$273,897	\$277,671				
Level 15	\$263,194	\$267,242			\$349,850	\$349,850
Level 14	\$241,857	\$245,630			\$311,908	
Level 13	\$231,084	\$234,788			\$298,185	\$314,584
Level 12	\$220,861	\$224,978	\$268,271		\$285,630	\$303,880
Level 11	\$212,696	\$216,263	\$257,773		\$275,132	\$292,353
Level 10	\$203,982	\$207,688	\$247,481	\$273,897	\$264,223	\$281,102
Level 9	\$186,898	\$190,467	\$236,709	\$232,594	\$243,091	\$258,735
Level 8	\$177,909	\$181,546	\$215,646	\$221,409	\$232,594	\$247,481
Level 7	\$164,599	\$168,372	\$199,112	\$204,599	\$215,646	\$229,712
Level 6	\$157,669	\$161,511	\$190,534	\$195,954	\$207,481	\$221,135
Level 5	\$150,740	\$154,513	\$182,576	\$187,789	\$199,043	\$211,805
Level 4	\$143,672	\$147,378	\$173,588	\$178,940	\$189,848	\$202,267
Level 3	\$137,634	\$141,409	\$166,589	\$172,078	\$183,124	\$195,199
Level 2	\$127,686	\$131,254	\$153,896	\$159,110	\$169,744	\$181,271
Level 1	\$122,815	\$126,178	\$147,926	\$153,141	\$163,433	\$175,096
WEEKLY SALARY						
Level 16	\$5,250	\$5,323				
Level 15	\$5,045	\$5,123			\$6,706	\$6,706
Level 14	\$4,636	\$4,708			\$5,980	
Level 13	\$4,430	\$4,500			\$5,715	\$6,030
Level 12	\$4,234	\$4,313	\$5,143		\$5,475	\$5,825
Level 11	\$4,077	\$4,146	\$4,942		\$5,274	\$5,604
Level 10	\$3,910	\$3,981	\$4,744	\$5,250	\$5,065	\$5,388
Level 9	\$3,583	\$3,651	\$4,538	\$4,458	\$4,660	\$4,959
Level 8	\$3,410	\$3,480	\$4,133	\$4,244	\$4,458	\$4,744
Level 7	\$3,155	\$3,228	\$3,817	\$3,922	\$4,133	\$4,403
Level 6	\$3,022	\$3,096	\$3,653	\$3,756	\$3,978	\$4,240
Level 5	\$2,890	\$2,962	\$3,500	\$3,600	\$3,815	\$4,060
Level 4	\$2,754	\$2,826	\$3,328	\$3,430	\$3,639	\$3,877
Level 3	\$2,639	\$2,711	\$3,194	\$3,299	\$3,510	\$3,742
Level 2	\$2,448	\$2,516	\$2,951	\$3,050	\$3,254	\$3,475
Level 1	\$2,355	\$2,419	\$2,836	\$2,935	\$3,133	\$3,356
OVERTIME RATES						
Level 16	\$145.74	\$147.79				
Level 15	\$140.12	\$142.17			\$139.77	\$139.77
Level 14	\$128.73	\$130.68			\$128.73	
Level 13	\$122.95	\$124.94			\$122.95	\$126.52
Level 12	\$117.57	\$119.73	\$117.57		\$117.57	\$121.22
Level 11	\$113.19	\$115.07	\$113.19		\$113.19	\$116.52
Level 10	\$108.55	\$110.51	\$108.55	\$110.51	\$108.55	\$111.88
Level 9	\$99.48	\$101.33	\$104.01	\$101.33	\$99.48	\$102.59
Level 8	\$94.67	\$96.63	\$94.67	\$96.63	\$94.67	\$97.83
Level 7	\$87.56	\$89.61	\$87.56	\$89.61	\$87.56	\$90.73
Level 6	\$83.83	\$85.93	\$83.83	\$85.93	\$83.83	\$87.00
Level 5	\$80.20	\$82.15	\$80.20	\$82.15	\$80.20	\$83.18
Level 4	\$76.42	\$78.39	\$76.42	\$78.39	\$76.42	\$79.36
Level 3	\$73.25	\$75.24	\$73.25	\$75.24	\$73.25	\$76.19
Level 2	\$67.91	\$69.80	\$67.91	\$69.80	\$67.91	\$70.66
Level 1	\$65.26	\$67.09	\$65.26	\$67.09	\$65.26	\$67.93

AGL LOY YANG ENTERPRISE AGREEMENT 2025

A1.4 Pay rates from the first full pay period on or after 10 January 2028

Pay rates from the first full pay period on or after 10 January 2028	Day work		1x7 shift		2x12 shift	
	Station	Mine	Station	Mine	Station	Mine
	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6	Stream 7
ANNUAL SALARY						
Level 16	\$284,853	\$288,778				
Level 15	\$273,722	\$277,931			\$363,844	\$363,844
Level 14	\$251,531	\$255,455			\$324,384	
Level 13	\$240,327	\$244,180			\$310,113	\$327,167
Level 12	\$229,696	\$233,977	\$279,002		\$297,056	\$316,035
Level 11	\$221,204	\$224,913	\$268,084		\$286,137	\$304,047
Level 10	\$212,142	\$215,995	\$257,380	\$284,853	\$274,792	\$292,346
Level 9	\$194,374	\$198,085	\$246,178	\$241,897	\$252,815	\$269,084
Level 8	\$185,025	\$188,808	\$224,272	\$230,266	\$241,897	\$257,380
Level 7	\$171,183	\$175,107	\$207,076	\$212,783	\$224,272	\$238,900
Level 6	\$163,976	\$167,971	\$198,156	\$203,792	\$215,780	\$229,980
Level 5	\$156,769	\$160,694	\$189,879	\$195,301	\$207,004	\$220,277
Level 4	\$149,419	\$153,273	\$180,531	\$186,097	\$197,442	\$210,358
Level 3	\$143,140	\$147,065	\$173,253	\$178,961	\$190,449	\$203,007
Level 2	\$132,794	\$136,504	\$160,052	\$165,475	\$176,534	\$188,522
Level 1	\$127,727	\$131,225	\$153,843	\$159,267	\$169,970	\$182,100
WEEKLY SALARY						
Level 16	\$5,460	\$5,536				
Level 15	\$5,247	\$5,328			\$6,975	\$6,975
Level 14	\$4,821	\$4,897			\$6,219	
Level 13	\$4,607	\$4,680			\$5,944	\$6,271
Level 12	\$4,403	\$4,486	\$5,349		\$5,694	\$6,058
Level 11	\$4,240	\$4,312	\$5,140		\$5,485	\$5,829
Level 10	\$4,066	\$4,141	\$4,934	\$5,460	\$5,267	\$5,604
Level 9	\$3,726	\$3,797	\$4,719	\$4,636	\$4,847	\$5,158
Level 8	\$3,546	\$3,619	\$4,299	\$4,414	\$4,636	\$4,934
Level 7	\$3,281	\$3,357	\$3,969	\$4,079	\$4,299	\$4,579
Level 6	\$3,143	\$3,219	\$3,799	\$3,906	\$4,137	\$4,409
Level 5	\$3,005	\$3,081	\$3,640	\$3,744	\$3,968	\$4,222
Level 4	\$2,864	\$2,939	\$3,461	\$3,567	\$3,784	\$4,032
Level 3	\$2,744	\$2,820	\$3,321	\$3,431	\$3,651	\$3,891
Level 2	\$2,546	\$2,617	\$3,069	\$3,172	\$3,385	\$3,614
Level 1	\$2,449	\$2,516	\$2,950	\$3,053	\$3,258	\$3,490
OVERTIME RATES						
Level 16	\$151.57	\$153.70				
Level 15	\$145.73	\$147.86			\$145.36	\$145.36
Level 14	\$133.88	\$135.91			\$133.88	
Level 13	\$127.86	\$129.94			\$127.86	\$131.58
Level 12	\$122.27	\$124.52	\$122.27		\$122.27	\$126.06
Level 11	\$117.72	\$119.67	\$117.72		\$117.72	\$121.18
Level 10	\$112.89	\$114.93	\$112.89	\$114.93	\$112.89	\$116.35
Level 9	\$103.46	\$105.38	\$108.18	\$105.38	\$103.46	\$106.69
Level 8	\$98.45	\$100.49	\$98.45	\$100.49	\$98.45	\$101.75
Level 7	\$91.06	\$93.19	\$91.06	\$93.19	\$91.06	\$94.36
Level 6	\$87.19	\$89.36	\$87.19	\$89.36	\$87.19	\$90.48
Level 5	\$83.41	\$85.44	\$83.41	\$85.44	\$83.41	\$86.51
Level 4	\$79.48	\$81.52	\$79.48	\$81.52	\$79.48	\$82.53
Level 3	\$76.18	\$78.25	\$76.18	\$78.25	\$76.18	\$79.24
Level 2	\$70.62	\$72.59	\$70.62	\$72.59	\$70.62	\$73.49
Level 1	\$67.88	\$69.77	\$67.88	\$69.77	\$67.88	\$70.65


APPENDIX 2: ALLOWANCES

Allowance	Pay rates from the first pay period on or after 10 January 2024	Rates from 3 March 2025	Rates from the first full pay period on or after 10 January 2026	Rates from the first full pay period on or after 10 January 2027	Rates from the first full pay period on or after 10 January 2028	Frequency of payment
Availability x 1	\$689.86	\$734.70	\$771.44	\$806.15	\$838.40	Weekly
Availability x 2	\$364.09	\$387.76	\$407.14	\$425.47	\$442.48	
Availability x 3	\$254.33	\$270.86	\$284.40	\$297.20	\$309.09	
Availability x 4	\$196.85	\$209.65	\$220.13	\$230.03	\$239.23	
Availability x 5	\$165.49	\$176.25	\$185.06	\$193.39	\$201.12	
Availability x 6	\$142.85	\$152.14	\$159.74	\$166.93	\$173.61	
Availability x 7	\$128.92	\$137.30	\$144.16	\$150.65	\$156.68	
Availability x 8	\$118.46	\$126.16	\$132.47	\$138.43	\$143.97	
Availability x 9	\$109.75	\$116.88	\$122.73	\$128.25	\$133.38	
Availability x 10	\$102.78	\$109.46	\$114.93	\$120.11	\$124.91	
Coal bunker	\$28.44	\$30.29	\$31.80	\$33.23	\$34.56	Hourly
First aid	\$27.86	\$29.67	\$31.15	\$32.56	\$33.86	
Precipitator	\$2.84	\$3.02	\$3.18	\$3.32	\$3.45	Per incident
Stack	\$12.05	\$12.83	\$13.47	\$14.08	\$14.64	
Meal	\$29.69	\$31.62	\$33.20	\$34.69	\$36.08	Per overnight stay
Incidental expenses	\$45.98	\$48.97	\$51.42	\$53.73	\$55.88	
Travel	\$1.76	\$1.87	\$1.97	\$2.06	\$2.14	Per km travelled

AGL LOY YANG ENTERPRISE AGREEMENT 2025

SIGNATURES

For and on behalf of AGL Loy Yang Pty Ltd **(Company)**

Name	<u>Melinda Hunter</u>	Witnessed by	<u>Amanda Forbes</u>
Position	<u>Director</u>	Witness signature	<u></u>
Address	<u>24/200 George Street, Sydney NSW 2000</u>	Witness address	<u>24/200 George Street, Sydney NSW 2000</u>

Signature 

Date 16.04.2025

Date 16.04.2025

AGL LOY YANG ENTERPRISE AGREEMENT 2025

For and on behalf of the Construction, Forestry, Mining and Energy Union, Mining and Energy Division, Victorian District Branch

Name	_____	Witnessed by	_____
Position	_____	Witness signature	_____
Address	_____	Witness address	_____
_____		_____	
Signature	_____	Date	_____
Date	_____		

AGL LOY YANG ENTERPRISE AGREEMENT 2025

For and on behalf of the Australian Municipal, Administrative, Clerical and Services Union

Name	_____	Witnessed by	_____
Position	_____	Witness signature	_____
Address	_____	Witness address	_____
_____		_____	
Signature	_____	Date	_____
Date	_____		

AGL LOY YANG ENTERPRISE AGREEMENT 2025

For and on behalf of the Association of Professional Engineers, Scientists and Managers,
Australia (trading as Professionals Australia)

Name	_____	Witnessed by	_____
Position	_____	Witness signature	_____
Address	_____	Witness address	_____
_____		_____	
Signature	_____	Date	_____
Date	_____		

AGL LOY YANG ENTERPRISE AGREEMENT 2025

For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia

Name	_____	Witnessed by	_____
Position	_____	Witness signature	_____
Address	_____	Witness address	_____
_____		_____	
Signature	_____	Date	_____
Date	_____		